Docket #0293 Date Filed: 06/22/2019

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. 30, 123 & 260**

NOTICE OF FILING OF REVISED PROPOSED ORDER (I) APPROVING THE SALE OF SUBSTANTIALLY ALL ASSETS OF THE DEBTOR FREE AND CLEAR OF LIENS, ENCUMBRANCES, CLAIMS AND INTERESTS, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF DESIGNATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that on April 15, 2019, the Debtor filed its *Motion for an Order Pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All Assets of Debtor; (B) Approving Procedures for the Assumption and Assignment, Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (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* (D.I. 30) (the "Sale Motion").

PLEASE TAKE FURTHER NOTICE that in accordance with the Bidding Procedures Order (D.I. 123), the Debtor commenced an Auction for substantially all of its assets on June 3, 2019, at 10:00 a.m. (prevailing Pacific Time).[2]

PLEASE TAKE FURTHER NOTICE that on June 11, 2019, the Debtor filed a proposed form of order granting the Sale Motion (D.I. 260) (the "Original Order")

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is a revised proposed *Order (I) Approving the Sale of Substantially All Assets of the Debtor Free and Clear of Liens, Encumbrances, Claims and Interests, (II) Approving the Assumption and Assignment of Designated Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "Revised Proposed Order").

[1] The last four digits of Debtor's federal tax identification number are (3693). The Debtor's mailing address for purposes of this chapter 11 case is 1 Tower Place, Suite 400, South San Francisco, CA 94080.

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

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PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a redline comparison of the Revised Proposed Order to the Original Order.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit C** is a chart of provisions from the Proposed Order and applicable sale agreements as required to be highlighted by Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that the Debtor reserves all rights to modify the Revised Proposed Order at or before the Sale Hearing.

Dated: June 22, 2019
Wilmington, Delaware

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EXHIBIT A

Revised Sale Order

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. [ ]**

ORDER (I) APPROVING THE SALE OF SUBSTANTIALLY ALL ASSETS OF THE DEBTOR FREE AND CLEAR OF LIENS, ENCUMBRANCES, CLAIMS AND INTERESTS, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF DESIGNATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the *Debtor's Motion for (I) an Order Pursuant To Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All Assets of the Debtor; (B) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (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; (II) an Order (A) Approving the Sale of the Debtor's Assets Free and Clear of Claims, Liens and Encumbrances; and (B) Approving the Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases; and (III) Certain Related Relief*, on April 15, 2019 [D.I. 30] (the "Sale Motion");[2] and the Bankruptcy Court having entered the *Order Pursuant to Sections 105, 363, 364, 365 and 541 of*

[1] The last four digits of the Debtor's federal tax identification number are 3693. The Debtor's mailing address for purposes of this Chapter 11 Case is 1 Tower Place, Suite 400, South San Francisco, CA 94080.

[2] Unless otherwise indicated, capitalized terms used, but not defined, herein have the meaning ascribed to them in the Sale Motion, the Bidding Procedures or the respective Sale Agreements (as defined herein), as the context requires. No provisions, including defined terms, contained in a specific Sale Agreement, or any other agreement, document, instrument or otherwise entered into or delivered in connection therewith, shall be binding on or applicable to any other Buyer, except as otherwise set forth in this Sale Order.

the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All Assets of Debtor; (B) Approving Procedures for the Assumption and Assignment, Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (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, on May 1, 2019 [D.I. 123] (the "Bidding Procedures Order"), which, among other things, (i) approved the Bidding Procedures for the sale of all or substantially all of the Debtor's assets, (ii) approved the form and manner of notice of the Auction and Sale Hearing (as each such term is defined below); (iii) approved the manner in which the notice of the assumption and assignment of the designated executory contracts and unexpired leases would be given (the "Assignment and Rejection Procedures"); and the Debtor having solicited Bids in accordance with the Bidding Procedures; and the Debtor having conducted the Auction in accordance with the Bidding Procedures; and the Debtor having selected each of the following Qualified Bidders (collectively, the "Successful Bidders") as having the highest or otherwise best Qualified Bid for those assets of the Debtor set forth in the respective asset purchase agreement entered into with each Successful Bidder (collectively, the "Purchased Assets"; when used in connection with a specific Buyer, "Purchased Assets" shall have the meaning ascribed to such term in such Buyer's Sale Agreement), and which are the subject of this Sale Order, at the conclusion of the Auction:

(i) Cipla USA, Inc. ("Cipla") for the Purchased Assets set forth in the asset purchase agreement dated June 20, 2019 (the "Cipla Plazomicin Sale Agreement"), attached hereto as Exhibit A;

(ii) Cipla for the Purchased Assets set forth in the asset purchase agreement dated June

20, 2019 (the "Cipla C-Scape Sale Agreement", and together with the Cipla Plazomicin Sale Agreement, the "Cipla Sale Agreements"), attached hereto as Exhibit B;

(iii) Heritage Global Partners, Inc. ("Heritage") for the Purchased Assets (collectively, the "Heritage Purchased Assets") set forth in the asset purchase agreement dated June __, 2019 (the "Heritage Sale Agreement"), attached hereto as Exhibit C; and

(iv) Unity Biotechnology, Inc. ("Unity", and together with Cipla and Heritage, the "Buyers") for the Purchased Assets set forth in the asset purchase agreement dated June 21, 2019 (the "Unity Sale Agreement", and together with the Cipla Sale Agreements and the Heritage Sale Agreement, the "Sale Agreements"), attached hereto as Exhibit D;

and Cipla having agreed to assume the Assumed Liabilities of the Debtor identified in the Cipla Sale Agreements (for the avoidance of doubt, Heritage and Unity are not assuming any liabilities under their respective Sale Agreements) pursuant to the terms and conditions set forth in the Cipla Sale Agreements, all in accordance with the Bidding Procedures and the Bidding Procedures Order; and the Bankruptcy Court having conducted and concluded a hearing on June __, 2019 (the "Sale Hearing"), to consider approval of (i) the sales of the Purchased Assets under the Sale Agreements (each, a "Sale" and, collectively, the "Sales") free and clear of all Liens (as defined below), Claims (as defined in section 101(5) of title 11 of the United States Code (the "Bankruptcy Code")) and other interests; and (ii) the assumption and assignment of certain executory contracts and unexpired leases; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Sale and upon the record of the hearing to consider approval of the Bidding Procedures (the "Bidding Procedures Hearing"), the Sale Hearing, the *Declaration of Blake Wise in Support of the First Day Relief* [D.I. 3], the *Declaration of Blake Wise in Support of Entry of the Sale Order* D.I. [__], the *Declaration of James S. Cassel in*

Support of Entry of the Sale Order D.I. [__], the Declaration of *Deep Sagar Pursuant to Section 365(f)(2)(B) of the Bankruptcy Code* [D.I. 289], and this Chapter 11 Case (as defined herein) and proceedings, and after due deliberation thereon, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. **Bankruptcy Petition**. On April 15, 2019 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing this case (this "Chapter 11 Case").

B. **Jurisdiction and Venue**. The Bankruptcy Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Final Order**. This order ("Sale Order") constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Time is of the essence in closing each Sale referenced herein, the Debtor and each of the Buyers intend to close their respective Sale as soon as practicable, and there is no just reason for delay in the implementation of this Sale Order. Specifically, the Sales must be approved and consummated promptly in order to preserve the viability of the business in the hands of the Buyers as a going concern, and to maximize the value to the Debtor, its estate, its creditors, and all other parties in interest. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d).

[3] This Sale Order shall be deemed to incorporate all findings of fact and conclusions of law made on the record at the hearing for consideration of the entry of the Bidding Procedures Order and the Sale Hearing (as defined herein) pursuant to Bankruptcy Rule 7052. In addition, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate pursuant to Bankruptcy Rule 7052.

D. **Statutory Predicates**. The statutory predicates for the relief sought in the Sale Motion are sections 105, 363, 364, 365, and 541 of the Bankruptcy Code, Rules 2002, 6004, 6006 and 9007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

E. **Notice**. As evidenced by the certifications of service previously filed with the Bankruptcy Court, and based on the representations of counsel at the Bidding Procedures Hearing and the Sale Hearing, proper, timely, adequate and sufficient notice of the Sale Motion, the Bidding Procedures Hearing, the Auction, the Sale Agreements, this Sale Order and the Sale Hearing, have been provided in accordance with the Bidding Procedures Order, sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and the Bidding Procedures Order, and Local Rule 6004-1. Such notice was good and sufficient and appropriate under the particular circumstances and all known creditors of the Debtor and other parties in interest in the Chapter 11 Case were offered a reasonable opportunity to object and be heard. No other or further notice of the Sale Motion, including, without limitation, the Sale Agreements, the Auction, the assumption and assignment of the Assumed Contracts (as defined below) (and proposed Cure Amounts related thereto), the Sale Hearing, or of the entry of this Sale Order was or is necessary or shall be required.

F. An Assignment and Rejection Notice has been provided to each of the counterparties (the "Contract Counterparties") to the contracts identified on the schedule the Debtor filed with the Bankruptcy Court, dated May 17, 2019 [D.I. 194] (as thereafter supplemented and amended by (i) the schedule the Debtor filed with the Bankruptcy Court, dated May 28, 2019 [D.I. 223], and (ii) the schedule the Debtor filed with the Bankruptcy Court, dated

June 14, 2019 [D.I. 274], and as it may be supplemented or amended in the future in accordance with this Sale Order or the Cipla Sale Agreements, the "Assumed Contracts and Cure Schedule") and, the contracts listed thereon which are being assumed and assigned to Cipla pursuant to the Cipla Sale Agreements and this Sale Order (and as set also forth on Exhibit E attached hereto), the "Assumed Contracts"); for the avoidance of doubt, neither Heritage or Unity are accepting an assignment of any Assumed Contracts or providing any cure payments to any Assumed Contract counterparties) all in accordance with the Assignment and Rejection Procedures as provided by the Bidding Procedures Order.

G. The service of the Assignment and Rejection Notice was sufficient under the circumstances and no further notice need be given in respect of assumption and assignment of the Assumed Contracts or the proposed Cure Amounts related thereto, if any. The Contract Counterparties to the Assumed Contracts have had a reasonable opportunity to object to the assignment and assumption of the Assumed Contracts and the associated Cure Amounts.

H. The Debtor continues to operate its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

I. No trustee or examiner has been appointed in the Chapter 11 Case.

J. The disclosures made by the Debtor concerning the Sale Motion, the Sale Agreements, the Sales, the Buyers, and the Sale Hearing were good, complete and adequate.

K. **Opportunity to Object**. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all creditors of the Debtor and other parties in interest in the Chapter 11 Case, including, without limitation, the following: (i) the United States Trustee for Region 3; (ii) counsel to the Creditors' Committee, the Prepetition Lender and DIP Lender (as such terms are defined below); (iii) all parties asserting a security interest in the

Purchased Assets to the extent any such interest is reasonably known to the Debtor; (iv) various federal, state, county and city tax and regulatory authorities; (v) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets or that have been identified by the Debtor or its advisors as a potential buyer of the Purchased Assets; (vi) local and state environmental authorities and the Environmental Protection Agency; (vii) local, state and federal authorities and agencies that have issued licenses or permits to the Debtor with respect to the operation and use of the Purchased Assets; (viii) the contract counterparties whose contracts are identified as being assigned; (ix) all of the Debtor's known creditors, and (x) all parties requesting notice pursuant to Bankruptcy Rule 2002.

L. **Title in the Purchased Assets**. The Purchased Assets constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code. The Debtor is the sole and lawful owner of the Purchased Assets.

M. **Business Justification**. The Debtor has demonstrated a sufficient basis and compelling circumstances to sell the Purchased Assets to each of the respective Buyers, and to assume and assign the Assumed Contracts to Cipla, pursuant to the terms and conditions of the respective Sale Agreements. Such action is an appropriate exercise of the Debtor's business judgment and in the best interest of the Debtor, the estate and its creditors. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Purchased Assets if the Sales are not consummated quickly given, among other reasons, that (a) the Debtor's financing under the DIP Credit Agreement (as defined below) expires on September 30, 2019 (unless terminated prior to such date in accordance with the DIP Loan Documents (as defined in the DIP Order (as defined herein))), (b) the Debtor will be in

breach of a Milestone (as such term is defined in the DIP Credit Agreement) if the Sales are not consummated by June 28, 2019, and (c) the Debtor has suffered, and may continue to suffer, significant employee attrition; (ii) the Successful Bids set forth in the Sale Agreements collectively constitute the highest and best offers for the Purchased Assets; (iii) the Sale Agreements and the Closings will present the best opportunity to realize the value of the Debtor's business on a going concern basis and to avoid a decline and devaluation of the Debtor's business, and (iv) the Debtor simply does not have the funding to continue operations in the absence of the sale of the Purchased Assets. Entry of this Sale Order (and all provisions hereof) is a condition precedent to each Buyer consummating their respective Sale Agreement.

N. **Opportunity to Bid**. The Debtor and its professionals marketed the Purchased Assets appropriately and conducted the marketing and sale process (including the Auction) as set forth in the Sale Motion in good faith without collusion and in accordance with the Bidding Procedures and the Bidding Procedures Order. The marketing process set forth in the Bidding Procedures and the Bidding Procedures Order was fair in substance and procedure and afforded a full and fair opportunity for any party to make a higher or otherwise better offer to purchase the Purchased Assets. Based upon the record of these proceedings, all creditors of the Debtor, other parties in interest in the Chapter 11 Case, and all prospective buyers have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

O. **Auction**. The Debtor, in the exercise of its reasonable discretion, and in consultation with (i) the Official Committee of Unsecured Creditors appointed in this Chapter 11 Case (the "Creditors' Committee") and (ii) Silicon Valley Bank, N.A., in its capacity as the Prepetition Lender and DIP Lender (hereinafter, the "Prepetition Lender" and the "DIP Lender," respectively) under the Debtor in Possession Credit and Security Agreement dated as of April 15,

2019 (the "DIP Credit Agreement"), conducted (i) an auction which concluded on June 4, 2019, for the Purchased Assets being purchased by Cipla under the Cipla Plazomicin Sale Agreement, Heritage and Unity (the "June 4 Auction"), and (ii) an auction which concluded on June 13, 2019, for the Purchased Assets being purchased by Cipla under the Cipla C-Scape Sale Agreement (the "June 13 Auction", and together with the June 4 Auction, collectively, the "Auction"). The Debtor's determination to conduct the Auction in two parts constitutes a valid and sound exercise of the Debtor's business judgment, and Debtor, the Committee, the Prepetition Lender and DIP Lender, and their respective agents and representatives, have complied in all respects with the Bidding Procedures and Bidding Procedures Order with respect to the Auction.

P. **Highest or Otherwise Best Offer**. The total consideration provided by the Buyers for the Purchased Assets is the highest and otherwise best offer for the Purchased Assets received by the Debtor. At the conclusion of the Auction, the Debtor, in exercising its reasonable discretion, including to conduct the Auction in separate parts, following consultation with the Committee, Prepetition Lender, and DIP Lender determined that each of the Buyers submitted the highest or otherwise best offers for the respective Purchased Assets identified in each Sale Agreement, and that each of the Back-up Bidders (who are identified in paragraph 51 of this Sale Order), submitted the second highest or otherwise best offers for such respective assets. Thus, the Debtor declared each of the Buyers the Successful Bidders for the Purchased Assets set forth in the respective Sale Agreements in accordance with the Bidding Procedures, the Bidding Procedures Order and the respective Sale Agreements, and designated the Bank-up Bidders, and such determination constitutes the valid and sound exercise of the Debtor's business judgment. The Debtor, the Buyers, the Back-up Bidders, and their respective agents and

representatives, have complied in all respects with the Bidding Procedures and Bidding Procedures Order.

Q. **Good Faith Purchasers**. The Sale Agreements and the Sales have been negotiated by the Debtor and each of the respective Buyers, and their respective agents and representatives, in good faith, at arms' length, and without collusion or fraud. The terms and conditions of each Sale Agreement, including the consideration to be paid by each Buyer to the Debtor pursuant to its respective Sale Agreement for the Purchased Assets identified in such agreement, are fair and reasonable, and each Sale, including each part thereof with respect to each Buyer, is in the best interest of the Debtor, its estate, and its creditors.

R. Each Buyer is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code and any other applicable bankruptcy or non-bankruptcy law with respect to the sale and assignment of the Purchased Assets and Assumed Contracts that each Buyer (other than Heritage and Unity with respect to Assumed Contracts) is acquiring pursuant to its respective Sale Agreement.

S. The Sale Agreements were not controlled by an agreement between or among potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtor and the Buyers have not engaged in any conduct that would cause or permit any of the Sale Agreements to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. Each of the Buyers is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code. None of the Buyers is an "affiliate" or "insider" of the Debtor as defined in section 101 of the Bankruptcy Code, and no common identity of incorporation, director, or stockholder existed or will exist between any Buyer, on the one hand, and the Debtor, on the other hand, immediately prior to or after the Closing Date applicable to any such Buyer.

T. An injunction against creditors of the Debtor and third parties pursuing Liens, Claims and Excluded Liabilities against each of the Buyers is necessary to induce the Buyers to close the Sales; the issuance of such an injunction is therefore necessary to avoid irreparable injury to the Debtor's estate, and will benefit all creditors of the Debtor.

U. Each of the Buyers has acted in good faith in its negotiations with the Debtor, submitting a bid, and participating in the Auction.

V. **Corporate Power and Authority**. Subject to the entry of this Sale Order, the Debtor has full corporate power and authority to execute and deliver the Sale Agreements and to perform all of its respective obligations thereunder, and the sale of the Purchased Assets and assignment of the Assumed Contracts have been duly and validly authorized by all corporate authority necessary to consummate the Sales. No consents or approvals, other than as expressly provided for in the Sale Agreements, and the entry of this Sale Order, are required by the Debtor to consummate the Sales.

W. **Transfer and Sale of Assumed Liabilities; Assumption and Assignment in Best Interest**. The transfer and sale of the Assumed Liabilities pursuant to the terms of the respective Sale Agreements and this Sale Order and the assumption of the Assumed Contracts by the Debtor and the assignment thereof to each Buyer, as applicable, pursuant to the terms of the respective Sale Agreements and this Sale Order are integral to the Sale Agreements and in the best interest of the Debtor, its estate and its creditors, and represent the reasonable exercise of sound and prudent business judgment by the Debtor. Accordingly, such transfer and sale to the respective Buyers and the assumption and assignment are reasonable, enhance the value of the Debtor's estate, and do not constitute unfair discrimination. As among the Debtor and the Buyers, nothing in this Sale Order shall enlarge or restrict any obligations of the Debtor or the

Buyers under each of their respective Sale Agreements with respect to the Assumed Liabilities or the Assumed Contracts. Pursuant to its respective Sale Agreement, neither Heritage nor Unity is assuming any liabilities of the Debtor or taking an assignment of any Assumed Contract. No provision of any Assumed Contract that purports to prohibit, restrict, or condition the assignment of any such Assumed Contract in connection with the Sales shall have any force or effect.

X. **Cure/Adequate Assurance**. The Debtor has met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Assumed Contracts. The Debtor has provided adequate assurance of cure of any default existing prior to the applicable Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and provided adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from such default under any of the Assumed Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Pursuant to the provisions of the respective Cipla Sale Agreements, Cipla is obligated to pay any and all Cure Amounts with respect to the Assumed Contracts, in cash on the Assumption Effective Date, in the amount specified on the Contract & Cure Schedule as of the Closing Date (or, with respect to Specified Contracts and any other Additional Contracts, as may otherwise be fixed by the Bankruptcy Court), or in such other manner as agreed to by Cipla and the counterparty to a Assumed Contract. Notwithstanding anything to the contrary, the Debtor's estate shall not be responsible for the payment of any Cure Amounts and Cipla's payment of any Cure Amounts shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtor's estate, or (ii) reduce the amount of the cash and contingent consideration that is otherwise payable by Cipla under the Cipla Sale Agreements; *provided* that, as set forth in (and in accordance with) Section 2.5(g) of the Cipla Plazomicin Sale Agreement, in the event that the

aggregate Cure Amounts for the Assumed Contracts to be assumed and assigned thereunder exceed the Target Cure Amount, the Closing Payment shall be reduced on a dollar-for-dollar basis. Cipla has provided adequate assurance of its future performance of and under the Assumed Contracts, within the meaning of section 365(b)(1)(C) and 365(b)(3) (to the extent applicable) of the Bankruptcy Code. The Contract Counterparties were each given adequate notice and the opportunity to object to the Assignment and Rejection Notice and are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2); any such objection filed by a Contract Counterparty that has not been withdrawn is hereby overruled. Except as expressly set forth in the Cipla Sale Agreements including with respect to the Assumed Liabilities, the Assumed Contracts will not subject Cipla to any liability whatsoever relating to any period prior to the respective Closing Dates thereunder whether arising before or after such Closing Date, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, on any theory of law or equity. For the avoidance of doubt, neither Heritage nor Unity are accepting an assignment of any Assumed Contracts and, therefore, are not required to pay any cure amounts or provide any adequate assurance of future performance to any third parties.

Y. **Free and Clear**. None of the Buyers would have entered into the Sale Agreements to acquire the Purchased Assets, and each would exercise its right to terminate its respective Sale Agreement, if the sale of the Purchased Assets were to be transferred to it other than free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable), or if any of the Buyers would, or in the future could, be liable for any such Liens, Claims or Excluded Liabilities (other than the Assumed Liabilities, as applicable). A sale of the Purchased Assets other than one free and clear of all Liens, Claims and Excluded

Liabilities (other than the Assumed Liabilities, as applicable) would adversely impact the Debtor's estate, and would yield substantially less value for the Debtor's estate, with less certainty than the Sales. Therefore, the Sales contemplated in the Sale Agreements are in the best interests of the Debtor, its estate, its creditors, and all other parties in interest.

Z. **Satisfaction of 363(f) Standards**. The Debtor may sell and assign the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities, as applicable, because, with respect to each creditor asserting a Lien, Claim or Excluded Liability, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens, Claims or Excluded Liabilities who did not object or who withdrew their objections to this Sale Order are deemed to have consented to the Sale Motion and the sale and assignment of the Purchased Assets to the Buyers pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Liens, Claims, or Excluded Liabilities who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims or Excluded Liabilities, if any, attach to the proceeds of the Sale ultimately attributable to the Purchased Assets in which such holders allege a Lien, Claim or Excluded Liability in the same order of priority, with the same validity, force and effect that such holder had prior to such Sale, and subject to any claims and defenses the Debtor and its estate may possess with respect thereto; *provided*, that the Debtor will cause the proceeds of all Sales to be remitted pursuant to paragraph 50 of this Sale Order.

AA. **No Successor Liability**. The transactions contemplated under the Sale Agreements do not amount to a consolidation, merger, or de facto merger of any of the Buyers with the Debtor and/or the Debtor's estate, there is not substantial continuity between the Debtor and the Buyers, there is no common identity between the Debtor and any of the Buyers, there is

no continuity of enterprise between the Debtor and any of the Buyers, none of the Buyers is a mere continuation of the Debtor or its estate, and none of the Buyers constitutes a successor to the Debtor or its estate in any way. The Buyers would not have individually acquired their respective Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" or similar theories.

BB. **No Fraudulent Transfer**. The Sales are not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession or the District of Columbia. Neither the Debtor nor any of the Buyers has entered into any of the Sale Agreements or is consummating its respective Sale with any fraudulent or otherwise improper purpose.

CC. **Fair Consideration**. The consideration provided for by each Buyer for the Purchased Assets indicated in its respective Sale Agreement constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code or any similar state or federal law), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession or the District of Columbia.

DD. **Compliance with Bankruptcy Code**. The consummation of each Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including without limitation sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code and all of the applicable requirements of such sections have been or will be complied with in respect of each Sale as of the applicable Closing Date.

EE. **Sale Transactions Not a Sub Rosa Plan**. The sale and assignment of the Purchased Assets and Assumed Liabilities, as applicable, outside of a plan of reorganization

pursuant to the Sale Agreements neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtor. The Sales, individually and collectively, do not constitute a *sub rosa* chapter 11 plan.

FF. The Sales contemplated by the Sale Agreements are in the best interest of the Debtor, its estate, its creditors, interest holders and all other parties in interest in the Chapter 11 Case; and it is therefore,

ORDERED, ADJUDGED AND DECREED THAT:

1. **Relief Granted**. The relief requested in the Sale Motion is hereby granted in its entirety.

2. **Objections Overruled**. All objections and responses to the Sale Motion, the Auction, this Sale Order or the relief granted herein (including all reservations of rights included therein) that have not been overruled, withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice.

3. **Notice**. Notice of the Sale Motion, and the assumption and assignment of the Assumed Contracts (including proposed Cure Amounts related thereto), the Auction, the Sale Hearing and the Sales was fair and equitable under the circumstances and complied in all respects with the Bidding Procedures, sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007 and Local Rule 6004-1.

4. **Prior Findings of Fact and Conclusions of Law**. The Bankruptcy Court's findings of fact and conclusions of law in the Bidding Procedures Order, including the record of the Bidding Procedures Hearing, are incorporated herein by reference.

5. **Approval**. The Sale Agreements (and all ancillary documents related thereto) are hereby approved and authorized in all respects and shall be deemed in full force and effect, and the Debtor and each of the Buyers are hereby authorized, empowered and directed to fully

perform under, consummate, and implement the terms of each of the Sale Agreements and to execute, deliver and perform under, any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of each of the Sale Agreements and this Sale Order, including, without limitation, deeds, assignments, patents, stock powers, transfers of membership interests and other instruments of transfer, and to take all further actions as may reasonably be requested by the Debtor or any of the Buyers for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyers or reducing to possession any or all of the Purchased Assets, as may be necessary or appropriate to the performance of the Debtor's obligations as contemplated by each of the Sale Agreements, without any further corporate action or orders of the Bankruptcy Court. Notwithstanding anything set forth in this Sale Order to the contrary, all rights, duties and obligations of any Buyer may be assigned to a designee (including an Affiliate) of such Buyer in accordance with such Buyer's Sale Agreement; *provided*, that any such Buyer is, and shall remain, primarily and irrevocably responsible for the full performance of the Buyer's duties and obligations under such Sale Agreement notwithstanding any such designation or the terms thereof.

6. **Good Faith**. Each Buyer is a good faith purchaser of the Purchased Assets set forth in its respective Sale Agreement and is hereby granted and entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Sale Order are hereafter reversed, modified, or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any sale, transfer, or assignment under the Sale Agreements or obligation or right granted pursuant to the terms of this Sale Order (unless stayed pending appeal prior to the applicable

Closing Date), and notwithstanding any reversal, modification, or vacatur, any sale, transfer, or assignment shall be governed in all respects by the original provisions of this Sale Order and the applicable Sale Agreements, as the case may be.

7. **Section 363(n) of the Bankruptcy Code**. Each Sale approved by this Sale Order is not subject to avoidance or any recovery or damages pursuant to section 363(n) or any other section of the Bankruptcy Code.

8. **Documentation**. The Debtor is authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Sales contemplated by each of the Sale Agreements, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation, by-laws, or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtor may determine are necessary or appropriate, and all such officials are hereby authorized to accept the foregoing. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. **Cooperation**. The Debtor is hereby authorized and directed to cooperate with each Buyer as reasonably requested by such Buyer and take all actions and execute all documents which such Buyer reasonably and in good faith determines is necessary or desirable to ensure that the Sale related to such Buyer is consummated in accordance with its respective Sale Agreement, and the Debtor is authorized to make such modifications or supplements reasonably acceptable to the Debtor and such Buyer to any bill of sale or other document or

instrument executed or to be executed in connection with the Closing applicable to such Buyer to facilitate such consummation as contemplated by such Sale Agreement. Without in any way limiting the foregoing, the Debtor will cooperate with Cipla in all reasonable respects to facilitate meetings with the U.S. Biomedical Advanced Research and Development Authority ("BARDA") or other agencies or offices within the U.S. Department of Health & Human Services, and will use commercially reasonable efforts to assist Cipla in connection with any submission made or to be made by Cipla following the Closing Date with regard to any request by Cipla request to be awarded a contract with BARDA; *provided*, that nothing in the Cipla Sale Agreements or this Sale Order shall be deemed to require the Debtor to remain a debtor in the Chapter 11 Case or maintain its corporate existence for any period of time beyond forty-five (45) days after the Closing Date of the Sale under the Cipla Plazomicin Sale Agreement.

10. **Duty to Close**. Neither the Debtor nor any Buyer shall have any obligation to proceed with the Closing applicable to such Buyer until all conditions precedent to their respective obligations to proceed have been met, satisfied or waived in accordance with the terms of such Buyer's applicable Sale Agreement; *provided*, the Debtor shall consult in good faith with the DIP Lender and the Creditors' Committee prior to waiving any conditions precedent with respect thereto.

11. **Valid Transfer**. Effective as of the Closing of each Sale and with respect to each such Sale, (i) the sale and assignment of the Purchased Assets and the Assumed Contracts, as applicable, by the Debtor to each Buyer pursuant to the terms of the respective Sale Agreements shall constitute a legal, valid and effective transfer of the Purchased Assets and the Assumed Contracts, as applicable, notwithstanding any requirement for approval or consent by any person, and shall vest each of the Buyers with all right, title, and interest of the Debtor in and to its

respective Purchased Assets and Assumed Contracts, free and clear of all Liens, Claims and Excluded Liabilities, as applicable (other than the Assumed Liabilities, as applicable) pursuant to section 363(f) of the Bankruptcy Code, and (ii) the assumption of the Assumed Contracts and all Assumed Liabilities by Cipla constitutes a legal, valid, and effective assignment and delegation of any and all obligations, liabilities, and claims in respect thereof to Cipla and, other than to the extent expressly provided in this Sale Order and/or constituting Excluded Liabilities under such Sale Agreement, as applicable, divests the Debtor of all right, title and interest in, and all obligations and liability with respect to, the Assumed Contracts and such Assumed Liabilities. Upon the occurrence of the Closing, this Sale Order shall be considered and constitute, for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Purchased Assets (including the Assumed Contracts, as applicable) to such Buyer pursuant to its respective Sale Agreement and/or a bill of sale or assignment transferring indefeasible right, title and interest in the Purchased Assets set forth in such Sale Agreement, including the Assumed Contracts, as applicable, and all other rights and interests associated with or appurtenant to such Purchased Assets, including, without limitation, warranty rights, intellectual property rights (including, without limitation, rights to all associated patents, regulatory approvals, permits, and registrations) and other non-executory contract rights, to such Buyer all to the extent set forth in such Buyer's Sale Agreement.

12. **Qilu License Agreement**. At the conclusion of the Auction, the Debtor chose the bid submitted by Qilu Antibiotics Pharmaceutical Co., Ltd. ("Qilu") as the highest or otherwise best bid for a perpetual, irrevocable, exclusive, royalty-and-milestone-payment-free, sublicensable license of certain rights with respect to the Debtor's products comprised of or containing the active pharmaceutical ingredient Plazomicin Sulfate (ACHN-490) as the sole

active ingredient, including a product in the form of ZEMDRI™ (plazomicin) approved by the FDA in the United States for the Treatment of Adults with Complicated Urinary Tract Infections (cUTI) (the "Licensed Product") in the People's Republic of China, Hong Kong, Macau and Taiwan (the "Territory") (collectively, the "Licensed Assets"). Cipla submitted the second highest or otherwise best bid at the Auction for the Licensed Assets and was chosen by the Debtor as the Back-up Bidder for the Licensed Assets. Qilu's bid for the Licensed Assets is subject to Qilu obtaining certain approvals from the People's Republic of China and entry of an order of this Court approving such Sale. Notwithstanding anything to the contrary, the purchase by Cipla of the Purchased Assets identified in the Cipla Plazomicin Sale Agreement is subject to (i) the Debtor's license to Qilu of the Licensed Assets, or (ii) in the event Qilu fails to close on the Licensed Assets, the Debtor's conveyance to Cipla as Back-up Bidder for the Licensed Assets, or (iii) in the event Cipla fails to close on the Licensed Assets, the Debtor's license of the Licensed Assets to such other third party chosen by the Debtor, in consultation with the DIP Lender and the Creditors' Committee, and approved by this Court. In no event shall Cipla, as Back-up Bidder for the Licensed Assets, obtain the Licensed Assets without entering into definitive documentation with the Debtor and paying the consideration offered by Cipla as part of its Back-up Bid accepted by the Debtor at the June 13 Auction. If the Licensed Assets are conveyed to Cipla as the Back-up Bidder (but not to Qilu or any other party), such conveyance will not be effected through a license agreement, but instead through an amendment to the Cipla Plazomicin Sale Agreement or similar agreement or instrument between Cipla and the Debtor, pursuant to which Cipla's rights to the Purchased Assets identified in the Cipla Plazomicin Sale Agreement will no longer be subject to any third party license for the Territory. As agreed among the Debtor, Cipla and Qilu, the Debtor will seek this Court's approval of an order

authorizing (a) the Debtor's entry into a license agreement with Qilu for the Licensed Assets (the "Qilu License Agreement"); the Qilu License Agreement shall be in substantially the form provided by the Debtor to Qualified Bidders prior to the Auction with only those changes agreed to among the Debtor, Qilu and Cipla, and (b) contemporaneous assignment by the Debtor of the Debtor's rights (other than the right to receive the consideration to be paid to the Debtor in exchange for the Licensed Assets) and obligations as the licensor thereunder to Cipla, and Cipla shall assume all of the Debtor's rights (other than the right to receive the consideration to be paid to the Debtor in exchange for the Licensed Assets) and obligations thereunder, and shall be bound by all of the terms and conditions of the Qilu License Agreement, as the successor licensor under the Qilu License Agreement. The Debtor, Cipla and Qilu shall negotiate the provisions of the Qilu License Agreement in good faith and use commercially reasonable efforts to finalize, execute, deliver, and file with this Court the Qilu License Agreement as soon as reasonably practicable.

13. **Free and Clear**. Except to the extent specifically provided in the Sale Agreements or this Sale Order, upon the occurrence of a Closing under a particular Sale Agreement, the Debtor shall be, and hereby is, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell, assign, convey, and transfer the Purchased Assets under such Sale Agreement to the applicable Buyer and assign the Assumed Contracts to Cipla, as applicable. Except, and solely, to the extent specifically provided in the Sale Agreements or this Sale Order, the sale and assignment of the Purchased Assets and the assignment of the Assumed Contracts, as applicable, to each Buyer pursuant to its respective Sale Agreements vests each such Buyer with all right, title and interest of the Debtor in and to its respective Purchased Assets, free and clear of any and all Liens, Claims, Excluded Liabilities, as

applicable, and other liabilities of any kind or nature whatsoever (except for Assumed Liabilities, as applicable), whether known or unknown as of the applicable Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise, with all such Liens, Claims and Excluded Liabilities, as applicable, to attach only to the proceeds of the sale and assignment of such Purchased Assets with the same priority, validity, force, and effect as they now have in or against such Purchased Assets; *provided*, that the Debtor will cause the proceeds of all Sales to be remitted pursuant to paragraph 50 of this Sale Order. The Sale Motion shall be deemed to have provided sufficient notice as to the sale and assignment of the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities in accordance with Local Rule 6004-1. Following a Closing, no holder of any Lien or Claim on any of the Purchased Assets subject to such Closing may interfere with the applicable Buyer's enjoyment of the Purchased Assets, as applicable, based on or related to such Lien or Claim, or any actions that the Debtor may take or fail to take in its Chapter 11 Case and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of such Sale.

14. The term "Lien" as used in this Sale Order shall include, without limitation, all liens, interests, rights, encumbrances, rights of offset (including any right to offset or recoupment of any party to a contract or lease that is not a Assumed Contract in respect to Receivables due from such entities or their affiliates which are included in the Purchased Assets under the Sale Agreements, as applicable), recoupment rights, reversionary rights, assignment rights, rights to specific performance, restrictions, leases, option rights or claims, obligations, liabilities, indentures, loan agreements, guaranties, demands, contractual commitments or interests in

respect of the Debtor or any property of the Debtor, equity interests, licenses, instruments, conditional sale rights or other title retention agreements, rights of first refusal, reversionary rights, consent rights, contract rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, regulatory violations, judgments, decrees of any court or foreign or domestic governmental or quasi-governmental entity, debts arising in any way in connection with any agreements, acts or failures to act and reclamations rights whether choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected including, without limitation, the following: (i) any "Lien" as such term is defined in each of the Sale Agreements; (ii) any employment or labor agreements; (iii) all mortgages, deeds of trust, hypothecations, pledges, security interests or charges of any kind or nature; (iv) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitations, any pension plan of the Debtor; (v) any other employee, workers' compensation, occupational disease or unemployment or temporary disability related claim, including, without limitations, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, Pub. L. No. 93-406, 88 Stat. 829 (1974), as amended, (b) the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, (c) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, as amended, (d) the Federal Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*, as amended, (e) the National Labor Relations Act, 29 U.S.C. §§ 151 *et seq.*, as amended, (f) the Worker Adjustment and Retraining Act of 1988, 29 U.S.C. §§ 2101 *et seq.*, (g) the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 *et seq.*, as amended, (h) the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, as amended, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state

or federal benefits or claims relating to any employment with any of the Debtor or any of its respective predecessors; (vi) any claims that might arise under or pursuant to any bulk sales or similar law; (vii) any claims that might arise under or pursuant to any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (viii) any claims that might arise under or pursuant to theories of successor liability, including any theories on product liability grounds; (ix) any liability arising out of or relating to any contracts made or awarded by BARDA, including any clawback of funds granted to the Debtor; and (x) any environmental or other liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature arising from existing conditions on or prior to any Closing Date.

15. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of Liens, Claims and Excluded Liabilities (other than Assumed Liabilities), as applicable, shall be self-executing, and none of the Debtor and the Buyers shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

16. With regard to the forms of, timing, and other terms concerning the consideration to be provided by the Buyers to the Debtor as set forth in the respective Sale Agreements, each Buyer is directed to comply with its respective obligations thereunder, and the Debtor, any liquidating trustee appointed in this Chapter 11 Case, and their successors and assigns, are hereby authorized to enforce all such provisions. As further set forth in paragraph 53 hereof, the Bankruptcy Court shall retain exclusive jurisdiction with regard to any and all issues, disputes, controversies, causes of action, and/or claims with regard to, or arising under, such provisions, including, without limitation, the enforcement thereof .

17. **Authorization to Creditors**. On and after a Closing Date, each of the Debtor's applicable creditors is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Purchased Assets subject to such Sale, as such Liens may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens* or other documents, instruments, notices or agreements evidencing any Lien against or in the Purchased Assets shall not have delivered to the Debtor before such Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Purchased Assets subject to such Sale, then with regard to such Purchased Assets, (i) each of the Debtor and such Buyer are authorized and directed to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to such Purchased Assets and (ii) each of the Debtor or such Buyer, as applicable, are authorized and directed to file, register or otherwise record a certified copy of this Sale Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against such Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal, or foreign government agency, department, or office.

18. **Authorization to Government Agencies**. Each and every Governmental Authority, filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official, and any other persons and entity who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized to accept any and all

documents and instruments necessary and appropriate to consummate each of the Sales contemplated by the Sale Agreements or this Sale Order. All such entities described above in this paragraph are authorized to strike all recorded Liens against the Purchased Assets from their records, official and otherwise.

19. **Direction to Surrender Possession or Control**. All persons or entities, presently or on or after a Closing Date, in possession or control of some or all of the Purchased Assets subject to a Sale, are directed to surrender possession or control of such Purchased Assets to such Buyer on the Closing Date of such Sale or at such time thereafter as such Buyer may request.

20. **Licenses and Permits**. To the extent provided in any of the Sale Agreements and available under applicable law, each Buyer shall be authorized, as of the applicable Closing Date, to operate under any Governmental Authorization, rights granted in respect of IP Agreements, if any, or other Intellectual Property, constituting part of the Purchased Assets, any other license, permit, registration, and any other governmental approval of the Debtor with respect to such Purchased Assets and the Assumed Contracts, as applicable, and all such licenses, permits, registrations, and Governmental Authorizations, Intellectual Property, and any other approvals are deemed to have been, and hereby are, directed to be transferred to such Buyer as of such Closing Date. To the extent any license or permit necessary for the operation of the business of the Debtor is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, each such Buyer shall apply for and obtain any necessary license or permit promptly after the applicable Closing Date and the Debtor is hereby authorized and directed to use commercially reasonable efforts to cooperate with such Buyer in connection with any such application as such Buyer deems reasonably necessary or desirable, subject to the provisions of its respective Sale Agreement.

21. To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any Governmental Authorization or other approval, permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to any of the Buyers on account of the filing or pendency of this Chapter 11 Case or the consummation of the Sales.

22. **No Successor Liability**. Each Buyer and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) are not and shall not be (i) deemed a "successor" in any respect to the Debtor or its estate as a result of the consummation of the Sale contemplated by its respective Sale Agreement or any other event occurring in the Chapter 11 Case under any theory of law or equity (other than with respect to Assumed Liabilities assumed by Cipla pursuant to the Cipla Sale Agreements), (ii) deemed to have, de facto or otherwise, merged, or consolidated with or into the Debtor or its estate, (iii) deemed to have a common identity with the Debtor, (iv) deemed to have a continuity of enterprise with the Debtor, or (v) deemed to be a continuation or substantial continuation of the Debtor or any enterprise of the Debtor. Except for the Assumed Liabilities, as applicable, or as otherwise expressly provided in this Sale Order and/or a Sale Agreement of a Buyer, the transfer of the Purchased Assets and the Assumed Contracts, as applicable, to such Buyer under its respective Sale Agreement shall not result in such Buyer or its affiliates, predecessors, successors, assigns, members, partners, directors, officers, or principals and shareholders (or equivalent) (i) having any liability or responsibility for any claim against the Debtor or against an insider of the Debtor (including, without limitation, for any Excluded Liabilities, as applicable), (ii) having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or

indirectly, any Lien or Excluded Liability, as applicable, or (iii) having any liability or responsibility to the Debtor except as is expressly set forth in its respective Sale Agreement or this Sale Order. Such Buyer shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation described in the foregoing sentence (other than with respect to Assumed Liabilities, as applicable), and the Sale Motion shall be deemed to have provided sufficient notice as to the Sale and assignment of the applicable Purchased Assets free and clear of all such liabilities and obligations in accordance with Local Rule 6004-1.

23. **Examples of No Successor Liability**. Without limiting the generality, effect or scope of the foregoing, as a result of and following the Closing of the Sale applicable to any Buyer, such Buyer and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) shall have no successor or vicarious liabilities of any kind or character, including, without limitation, any theory of antitrust, environmental, transferee liability, continuity of enterprise, mere continuation, labor law, bulk sales law, employment or benefits law, alter ego, veil piercing, escheat, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity or otherwise with respect to the Debtor or any obligations of the Debtor relating to the period prior to the Closing Date applicable to such Buyer whether arising before or after such Closing Date, including, without limitation, United States or foreign pension liabilities or liabilities on account of any federal, state or other taxes arising, accruing or payable under, out of, in connection with, or in any way relating to or calculated or determined with respect to or based in whole or in any part upon the operation of the applicable Purchased Assets or the

Assumed Contracts, as applicable, on or prior to such Closing Date or any taxes in connection with, or in any way related to, the cancellation of debt of the Debtor or its Affiliates. The consideration given by such Buyer shall constitute valid and valuable consideration for the release of any potential claims of successor liability against such Buyer which releases shall be deemed to have been given in favor of such Buyer by all holders of Liens, Claims and Excluded Liabilities (other than Assumed Liabilities), as applicable, against the Debtor or the applicable Purchased Assets.

24. **Injunction**. Subject to paragraph 54, and except to the extent expressly included in the Assumed Liabilities, as applicable, all persons and entities, including, but not limited to, the Debtor, employees, former employees, all debt security holders, equity holders, licensors, administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, other parties in possession of any of the Purchased Assets at any time, trade creditors and all other creditors holding any Liens, Claims or Excluded Liabilities of any kind or nature whatsoever against or in the Debtor or in the Debtor's interests in the Purchased Assets (whether known or unknown as of an applicable Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the Assumed Contracts (with respect to Cipla), the operation of the Debtor's business, on or prior to an applicable Closing Date, the Sales (other than each Buyer's obligations under this Sale Order and its respective Sale Agreement, and all other ancillary agreements, documents or instruments entered into in connection with such Sale

Agreement), or the transfer of the Purchased Assets or the Assumed Contracts, as applicable, to the respective Buyers shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim or other proceeding of any kind, directly or indirectly, against any of the Buyers or any of their respective affiliates, predecessors, successors, or assigns or any of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), their property or the applicable Purchased Assets. In connection with the foregoing, actions that are barred hereby include, without limitation: (i) the commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree or order, (iii) the creation, perfection, or enforcement of any Lien, Claim, interest, or encumbrance, (iv) the assertion of any right of setoff, subrogation, recoupment, reversion, assignment or specific performance of any kind, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Sale Order, any actions contemplated or taken in respect hereof, or any of the Sale Agreements, and (vi) the revocation, termination or failure or refusal to renew any Governmental Authorization or other license, permit, registration, or governmental authorization or approval to operate any of the Purchased Assets or conduct the businesses associated with such Purchased Assets. Following the Closing Date, no Person that was the holder of a Lien on, in or against any of Purchased Assets prior to the Closing Date shall interfere with the applicable Buyer's title to, license of, or use and enjoyment of such Purchased Assets based on or related to such Lien, or any actions that the Debtor may take in the Debtor's case.

25. **No Bulk Sales; No Brokers**. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sales or the other transactions contemplated under the Sale Agreements or this Sale Order. Other than Cassel Salpeter & Co., LLC ("Cassel"), no broker, finder, or financial advisor was involved in consummating the Sales or the other transactions, and, other than Cassel, no commissions are due to any person or entity in connection with the Sale or the other such transactions. The Buyers are not and will not become obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Sales or the other transactions based upon any arrangement made by or on behalf of the Debtor; *provided*, that the Debtor is authorized to apply proceeds of the Sales to the fees and expenses of Cassel in accordance with the order of this Court approving Cassel's engagement including, without limitation, any provisions in such order regarding determination of the value of any consideration received by the Debtor.

26. **Fees and Expenses; Indemnity**. Any amounts payable or otherwise reimbursable by the Debtor under the Sale Agreements or any of the documents delivered by the Debtor in connection with the Sale Agreements, including without limitation (i) any allowed claims for breach thereof, (ii) any amounts relating to the indemnity provided by the Debtor under the Sale Agreements, if any, and (iii) any purchase price or other adjustments, shall be paid under the terms of and in the manner provided in the Sale Agreements without further order of the Bankruptcy Court, as an allowed administrative claim in an amount equal to such payment in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, and shall not be discharged, modified, or otherwise affected by any reorganization plan for the Debtor, except by written agreement with the affected Buyer or its successors or assigns (such agreement to be provided in such Buyer's or its successor's or assign's respective sole discretion).

27. **Assumption and Assignment of Assumed Contracts**. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon each Closing, the Debtor's assumption of the Assumed Contracts and assignment thereof to Cipla, free and clear of all Liens, Claims and Excluded Liabilities (other than Assumed Liabilities) pursuant to the terms set forth in the applicable Sale Agreement is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) (including section 365(b)(3) to the extent applicable) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Each of the Contract Counterparties is hereby forever barred, estopped and permanently enjoined from raising or asserting against the Debtor or the property of any of such parties, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether known or unknown as of the applicable Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise) arising under or out of, in connection with, or in any way related to the Assumed Contracts existing as of the applicable Closing Date or arising by reason of the assumption, assignment and/or such Closing except to the extent constituting an Excluded Liability under the Sale Agreements (other than the Assumed Liabilities). Notwithstanding the foregoing, pursuant to the terms of the Cipla Sale Agreements, Cipla shall be liable for all obligations and liabilities arising after and relating to the period following the applicable Closing Date under the Assumed Contracts, all of which shall constitute Assumed Liabilities, and the Debtor shall not be liable for any such obligations or liabilities.

28. Each of the Assumed Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with its terms as of the date of this Sale Order, subject to any amendments or modifications agreed to between a Contract Counterparty

and Cipla. Upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, Cipla shall be fully and irrevocably vested with all right, title and interest of the Debtor under the applicable Assumed Contracts. The assignment of each of the Assumed Contracts is deemed to be made in good faith under, and is entitled to the protections of, section 363(m) of the Bankruptcy Code.

29. **Adequate Assurance**. Cipla has provided adequate assurance of its future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including section 365(b)(3) to the extent applicable). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to Cipla of the Assumed Contracts have been satisfied.

30. **Anti-Assignment Provisions Unenforceable**. No sections or provisions of the Assumed Contracts that purport to (i) prohibit, restrict, or condition the Debtor's assignment of the Assumed Contracts, including, but not limited to, the conditioning of such assignment on the consent of the Contract Counterparties; (ii) authorize the termination, cancellation, or modification of the Assumed Contracts based on the filing of a bankruptcy case, the financial condition of the Debtor or similar circumstances; (iii) declare a breach or default as a result of a change in control in respect of the Debtor; or (iv) provide for additional payments, penalties, conditions, renewals, extensions, charges, other financial accommodations in favor of the non-Debtor third party to the Assumed Contracts, or modification of any term or condition upon the assignment of a Assumed Contract or the occurrence of the conditions set forth in subsection (ii) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise

unenforceable under section 365(e). The entry of this Sale Order constitutes the consent of the Contract Counterparties to the assumption and assignment of such agreements without the necessity of obtaining such party's consent, written or otherwise, to such assumption or assignment. All Assumed Contracts shall remain in full force and effect, without existing default(s), subject only to payment of the applicable Cure Amounts in accordance with the applicable Sale Agreement (and subject, in the case of the Cipla Plazomicin Sale Agreement, to Section 2.5(e) thereof), and to any amendments or modifications agreed to between a Contract Counterparty and Cipla.

31. **No Fees for Assumption and Assignment**. Other than Assumed Liabilities, there shall be no rent accelerations, penalties, assignment fees, increases or any other fees charged to Cipla, its successors or assigns, or the Debtor as a result of the assumption and assignment of the Assumed Contracts. For the avoidance of doubt, Heritage and Unity are not assuming any Assumed Liabilities or accepting an assignment of any Assumed Contracts and, therefore, are not required to pay any cure amounts or provide any adequate assurance of future performance to any third parties.

32. **Cure Amounts**. Payment of the Cure Amounts by Cipla as set forth on the Contract & Cure Schedule for each of the Cipla Sale Agreements and also set forth on Exhibit E hereto (or such other amount or such other terms as may be agreed to by Cipla and the Contract Counterparties to the applicable Assumed Contract) in accordance with the Cipla Sale Agreements is hereby authorized and directed. All defaults or other obligations shall be deemed cured and shall no longer exist upon the payment or other satisfaction by the Debtor of such Cure Amounts against which no timely objections have been properly filed and served (or if filed and served, overruled) in accordance with the Assignment and Rejection Procedures (or such other

amount or such other terms as may be agreed to by Cipla and the Contract Counterparties to the applicable Assumed Contract or otherwise ordered by the Court) and, for the avoidance of doubt, no Contract Counterparty shall be entitled to a claim against the Debtor or the Debtor's estate for any such default. Except for the Cure Amounts set forth on Exhibit E filed and served in accordance with the Assignment and Rejection Procedures (or such other amount as may be agreed to by Cipla and the Contract Counterparties to the applicable Assumed Contract or otherwise ordered by the Court), there are no defaults existing under the Assumed Contracts, nor shall there exist any event or condition existing on applicable Closing Date which, with the passage of time or giving of notice, or both, would constitute such a default. For the avoidance of doubt, and notwithstanding anything to the contrary in any Sale Agreement, the Debtor's estate shall not be responsible for the payment of any Cure Amounts and Cipla's payment of Cure Amounts shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtor's estate, or (ii) reduce the amount of the cash and contingent consideration that is otherwise payable by Cipla under the Cipla Sale Agreements; *provided* that, as set forth in (and in accordance with) Section 2.5(g) of the Cipla Plazomicin Sale Agreement, in the event that the aggregate Cure Amounts for the Assumed Contracts to be assumed and assigned thereunder exceed the Target Cure Amount, the Closing Payment shall be reduced on a dollar-for-dollar basis.

33. **Notice of Assumption and Assignment**. In accordance with the Assignment and Rejection Procedures, the Debtor has served the Assignment and Rejection Notice that the Debtor has filed with the Bankruptcy Court on all of the Contract Counterparties identified on the schedule attached thereto. The schedule to the Assignment and Rejection Notice included (i) the title of the Assumed Contract, (ii) the name of the counterparty to the Assumed Contract, (iii)

any applicable Cure Amounts, (iv) a notice that each Assumed Contract may be assumed by the Debtor and assigned to the Successful Bidder submitting the highest or otherwise best bid for the Debtor's assets, and (v) the deadline by which any such Assumed Contract counterparty must file an objection to the proposed assumption and assignment. In addition, Cipla's identity has been disclosed to each of the Contract Counterparties. No other or further notice is required.

34. Any Contract Counterparties to a Assumed Contract who have not timely filed and served an objection in accordance with the Assignment and Rejection Procedures shall be barred from objecting, or asserting monetary or non-monetary defaults, with respect to any such Assumed Contract, and such Assumed Contract shall be deemed assumed by the Debtor and assigned to Cipla on the applicable Closing Date pursuant to this Sale Order. All Claims of a counterparty to a Assumed Contract that is assumed by Cipla which arise from or are related to such counterparty's Assumed Contract shall be void, and all proofs of claim filed by such counterparty, whether filed prior to or after the date of entry of this Sale Order, asserting a claim that arises from or is related to such counterparty's Assumed Contract, shall be deemed automatically expunged from the Debtor's registry of claims without the need for any further action.

35. From the date of the entry of this Sale Order, the Debtor may, in its sole discretion, settle objections to assumption and assignment of any Assumed Contract, including to proposed Cure Amounts, without any further notice to or action by any party or order of the Court (including by paying any agreed Cure Amount); *provided*, that notice to and consent of Cipla shall be required to the extent Cipla is liable for such Cure Amount pursuant to the applicable Cipla Sale Agreement. Unless the Bankruptcy Court orders otherwise, contemporaneously with the resolution of any such objection, the executory contract or

unexpired lease underlying such objection shall be deemed an Assumed Contract to Cipla without the necessity of obtaining any further order of the Bankruptcy Court.

36. No executory contract or unexpired lease as to which a Contract Counterparty has timely filed and served an objection in accordance with the Assignment and Rejection Procedures shall be considered a Assumed Contract under this Sale Order unless and until any timely objection to the assumption and assignment of such executory contract or unexpired lease has been resolved and, if the Court orders a Cure Amount exceeding the Cure Amount proposed by the Debtor, Cipla consents to such assumption and assignment.

37. **Additional Contracts**. Notwithstanding anything contained in the Cipla Sale Agreements, during the Election Period under each Cipla Sale Agreements, Cipla will have the right to require that the Debtor use its commercially reasonable efforts to assume and assign to Cipla or its designee(s) (i) any additional Executory Contracts that it determines, in its reasonable discretion, is material to the operation of the Plazomicin Business, AMP Research Program or the C-Scape Development Program, as applicable, but which was not otherwise included on Schedule 3.8 of the Seller Disclosure Schedule to the Cipla Plazomicin Sale Agreement or Schedule 3.7 of the Cipla C-Scape Sale Agreement, as applicable, or (ii) any Specified Contract that was removed from the Contract & Cure Schedule to the applicable Cipla Sale Agreement prior to the applicable Closing ("Additional Contracts") for no additional consideration; *provided*, that Cipla or its designee(s) will pay to the Debtor the full Cure Amount for each Additional Contract that it assumes, and during the applicable Election Period Cipla shall pay to the Debtor on a current basis any post-petition administrative expense arising under all Additional Contracts, pending the determination whether such Additional Contracts will be assumed and assigned or rejected; *provided, further, however*, that the assumption and

assignment of such Additional Contracts and payment of such Cure Amount and additional post-petition administrative expenses shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtor's estate, or (ii) reduce the amount of the cash and contingent consideration that is otherwise payable by Cipla under the Cipla Sale Agreements. Within three (3) Business Days of receipt of written notice from Cipla directing the Debtor (with notice provided to the Creditors' Committee) to seek the assumption and assignment of any Additional Contract, the Debtor shall promptly file with the Bankruptcy Court a notice of proposed assignment (each, an "Additional Contracts Notice") which Assignment Notice shall include a Section 365 Order. The Additional Contracts Notice and Section 365 Order shall be in form and substance reasonably acceptable to Cipla. The Seller shall file the Additional Contracts Notice and serve it on all Persons entitled to notice thereof, all in accordance with the applicable provisions of the Bankruptcy Code and applicable order(s) of the Bankruptcy Court, including the Bidding Procedures Order and this Sale Order. Upon entry of the Section 365 Order (unless such Section 365 Order shall have been stayed, modified, reversed or amended), such Additional Contracts shall be deemed to be Assumed Contracts for all purposes under the applicable Cipla Sale Agreement. Cipla shall promptly reimburse the Debtor for all reasonable costs and expenses of the Debtor incurred in complying with the terms of Section 5.11 of each Cipla Sale Agreement. Nothing in the Cipla Sale Agreements or this Sale Order shall be deemed to require the Debtor to remain a debtor in the Chapter 11 Case or maintain its corporate existence for any period of time beyond forty-five (45) days after the applicable Closing Date in each Cipla Sale Agreement.

38. Contract Counterparties seeking to object to the assumption and assignment of any contracts designated as an Additional Contract shall have ten (10) calendar days after the

Debtor has sent notice to such Contract Counterparties of the amended Assumed Contracts and Cure Schedule to file and serve any objection to the assumption and assignment of the Additional Contracts and proposed Cure Amount, if any, in accordance with the Assignment and Rejection Procedures (as applicable, the "Additional Assignment Objection").

39. If a timely objection is filed to the assumption and assignment of an Additional Contract, 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 of the Additional Assignment Objection to the extent the Court's calendar permits or (ii) such other date designated by the Bankruptcy Court. Unless the Bankruptcy Court orders otherwise (or, if the Court orders a Cure Amount exceeding the Cure Amount proposed by the Debtor and Cipla does not consent), contemporaneously with the resolution of any such objection, the Additional Contract underlying such objection shall be deemed a Assumed Contract that has been assumed and assigned to Cipla without the necessity of obtaining any further order of the Bankruptcy Court.

40. If no objection is timely filed and served to the assumption and assignment of an Additional Contract, such Additional Contract shall be deemed a Assumed Contract, the payment of the proposed Cure Amount (or such other amount or terms as agreed upon by the Debtor and the Contract Counterparties), if any, shall be authorized, and the assumption by the Debtor and assignment to Cipla of such Assumed Contract shall be hereby approved pursuant to this Sale Order. Cipla shall be responsible for the payment of all Cure Amounts under the Assumed Contracts and Additional Contracts; *provided* that, as set forth in (and in accordance with) Section 2.5(g) of the Cipla Plazomicin Sale Agreement, in the event that the aggregate Cure

Amounts for the Assumed Contracts to be assumed and assigned thereunder exceed the Target Cure Amount, the Closing Payment shall be reduced on a dollar-for-dollar basis.

41. **Direction to Contract Counterparties**. All Contract Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable request of Cipla, and shall not charge the Debtor or Cipla for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sales involving Cipla.

42. Nothing in this Sale Order, the Sale Motion, the Assignment and Rejection Notice (as amended from time to time), or any notice or any other document is or shall be deemed an admission by the Debtor that any contract is an executory contract or, unless otherwise specified in a Sale Agreement, must be assumed and assigned pursuant to such Sale Agreement, in order to consummate the Sales.

43. **Failure to Specify Provisions**. The failure specifically to include any particular provisions of the Sale Agreements or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court, the Debtor and the Buyers that the Sale Agreements and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

44. **Failure to Enforce Assumed Contracts**. The failure of the Debtor or Cipla at any time to enforce one or more terms or conditions of any Assumed Contract shall not constitute a waiver of any such terms or conditions, or of the Debtor's or Cipla's rights to enforce every term and condition of the Assumed Contracts.

45. **Lease**. Notwithstanding anything in this Sale Order or the Sale Agreements to the contrary, that certain lease dated as of August 12, 2016, as amended by that certain First Amendment to Lease dated as of April 7, 2017, Second Amendment to Lease dated as of July 20, 2017, Third Amendment to Lease dated as of August 17, 2017, and that certain Fourth Amendment to Lease dated as of November 29, 2018 (collectively, as amended, the "Lease"), between AP3-SF2 CT South LLC (the "Landlord") and the Debtor for certain premises (the "Premises") in that certain building located at One Tower Place, South San Francisco, California, any leasehold estate created by the Lease, any subleases or sublease estates related thereto, any security deposits or letters of credit related to the Lease or any sublease, or any fixtures constituting a portion of the Premises within, on, or about the Premises is not, and shall not be deemed to be, assumed by the Debtor, assumed by the Debtor and assigned to any of the Buyers, sold by the Debtor to any of the Buyers, or rejected by the Debtor, pursuant to this Sale Order or any of the underlying agreements with any of the Buyers, and the respective rights, remedies, defenses, powers, duties, and obligations of the Debtor and the Landlord arising under, or in connection with, the Lease and Premises are hereby preserved. The Debtor shall retain all rights afforded to it under the Bankruptcy Code to assume, assume and assign, or reject the Lease and/or any subleases related thereto notwithstanding entry of this Sale Order.

46. **Landlord Indemnity; Insurance**. Heritage shall pay for any and all loss and damage to any portion of the property located at One Tower Place, South San Francisco, California 94080 (the "Property"), and all improvements thereon, and any injury to and/or death of any persons whatsoever, solely to the extent arising wholly or in part from the access to and activities upon the Property by Heritage and/or Heritage's employees, agents, vendors or contractors (collectively, "Heritage's Agents"), and shall keep the Property free and clear of all

mechanics' and materialmen's liens and claims for labor and/or materials arising out of any activity upon the Property by Heritage or Heritage's Agents. Heritage shall defend, indemnify and hold the Landlord, and its members, managers, partners, agents, officers, directors, employees and affiliates free and harmless against all claims, liens, losses, damages, injuries or death, and against all consequent costs and expenses (including, without limitation, attorneys' fees and expenses and all costs of enforcement of this indemnity) of whatever kind or nature, to the extent arising in whole or in part from any activity upon the Property by Heritage or Heritage's Agents; *provided*, that the foregoing shall not apply to (i) the mere discovery (as opposed to the exacerbation by Heritage or Heritage's Agents) of any pre-existing condition at the Property or (ii) ordinary wear and tear occasioned during the reasonable removal of the Heritage Purchased Assets in accordance with industry standards.

47. In addition, prior to entering the Property, Heritage shall provide the Landlord with evidence of insurance in form, substance and amount as may be reasonably required by the Landlord in connection with Heritage's entry into, and removal from, the Property of the Heritage Purchased Assets, and Heritage shall maintain such insurance at its own cost until such time as Heritage no longer has access to the Property for such purpose. The Debtor shall comply with the applicable provisions of the Lease, applicable laws and regulations, and shall obtain all required permits and approvals, in connection with the removal and disposal of any hazardous materials related to the removal of the Heritage Purchased Assets from the Property. For the avoidance of doubt, the Heritage Purchased Assets do not include any of the Included Furniture or Optional Furniture referenced and defined in Section 18 of the Debtor's sublease to Sana Biotechnology, Inc. dated October 25, 2018, and the Debtor is not selling or transferring the same to Heritage pursuant to the Heritage Sale Agreement or this Sale Order.

48. **Rejection of Hovione Agreement; Release of Hovione Claims**. As agreed between the Debtor and Hovione Limited ("Hovione"), upon the effectiveness of a new supply agreement (which effectiveness shall occur no later than the Closing of the Sale to Cipla) between Hovione and Cipla reflecting the terms agreed to between Hovione and Cipla at the Auction and otherwise reflecting the terms agreed to by Hovione and Cipla (the "New Hovione Agreement"), the Validation and Manufacturing Agreement, dated March 6, 2017, between the Debtor and Hovione, and all Work Plans (as defined therein), and all other agreements, instruments, or documents entered into or delivered in connection therewith, as any of the foregoing may have been amended, modified, or supplemented (the "Existing Hovione Agreement") shall automatically be rejected by the Debtor pursuant to section 365 of the Bankruptcy Code. As further agreed between the Debtor and Hovione, upon the effectiveness of the New Hovione Agreement, (i) Hovione, its affiliates and subsidiaries, and all of their respective current and former officers, directors, principals, employees, members, managers, advisors, attorneys, financial advisors, investment bankers, or agents (collectively, the "Hovione Parties"), by way of this Sale Order, unconditionally release the Debtor, its estate, affiliates and subsidiaries, and all of their respective current and former officers, directors, principals, employees, members, managers, advisors, attorneys, financial advisors, investment bankers, and agents (collectively, the "Debtor Parties") and (ii) the Debtor Parties, by way of this Sale Order, unconditionally release the Hovione Parties, in each case from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever in connection with, or in any way relating to, the Debtor, the business or the Debtor's conduct thereof, or the Chapter 11 Case, including, without limitation, arising from or in connection with the Existing Hovione Agreement, the rejection by the Debtor of the Existing Hovione

Agreement, the New Hovione Agreement, and any claims arising or which may otherwise be asserted under chapter 5 of the Bankruptcy Code, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, whether for tort, contract, violation of federal or state securities law or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the date of entry of this Sale Order. Notwithstanding anything else herein to the contrary, if the New Hovione Agreement has not become effective as of the Closing of the Sale to Cipla under the Cipla Plazomicin Sale Agreement, Hovione's rights to assert Claims against the Debtor with respect to the rejection of the Existing Hovione Agreement are and shall be fully preserved. Any Product (as defined in the Existing Hovione Agreement) that is stored in a Hovione warehouse as of the date of this Sale Order is not property of the Debtor's estate, nor is it a Purchased Asset under the Cipla Sale Agreements.

49. **Cardinal Health**. Notwithstanding any other provision of this Sale Order, the Sale Agreements, or any order confirming a plan or dismissing this Case to the contrary, (i) the *Final Order Pursuant to 11 U.S.C. §§ 105(a), 363, 1107, and 1108 and Fed. R. Bankr. P. 6003 and 6004 Authorizing Debtor to (I) Honor Certain Prepetition Obligations to Customers and to Continue Customer Programs and (II) Pay Medicaid, Medicare and Other Obligations* [D.I. 144] shall remain in full force and effect in all respects; (ii) the transfer of the Purchased Assets to each of the Buyers, as applicable shall not be free and clear of, and shall not impair in any respect, any setoff or recoupment rights or other affirmative defenses to payment held by Cardinal Health 108 LLC ("Cardinal Health"), as an obligor of the Debtor's accounts receivables, pursuant to the terms of the contracts giving rise to such accounts receivable and

applicable law, whether or not such contracts are being assumed and assigned by the Debtor to any of the Buyers, including, without limitation, all return, refund, rebate, chargeback, and credit rights under such contracts; and (iii) and the rights of the Debtor to assert all available defenses thereto, including, without limitation, that any or all such rights are barred under applicable law, are hereby preserved.

50. **No Waiver of Rights Under the DIP Loan Documents and Prepetition Loan Documents.** Nothing in this Sale Order shall be deemed to waive, release, extinguish, or estop the Debtor, its estate or its creditors from asserting, or impairing or diminishing such rights to assert, any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset or other assets of the Debtor remaining after the completion of the Closings. All proceeds from the consummation of the Sales shall be treated in accordance with the provisions of the DIP Credit Agreement and the applicable order of the Bankruptcy Court approving the Debtor's post-petition financing (collectively, the "DIP Order"), including, but not limited to, the provisions in the DIP Order governing the use of Cash Collateral (as defined therein); *provided*, notwithstanding anything to the contrary contained in this Sale Order or in any of the Sale Documents, from and after the closing of each Sale, the Debtor is hereby authorized and directed to hold all cash proceeds of the Sales in a segregated account and, pending further order of the Bankruptcy Court, such proceeds shall not be used for any purpose, other than for payment of obligations arising under the key employee retention plan that was approved by the Bankruptcy Court. Nothing this Sale Order shall (i) be deemed a waiver of the rights and remedies of the DIP Lender under the DIP Credit Agreement, any documents relating thereto, or the DIP Order; (ii) affect in any way the validity, perfection, priority or enforcement of the liens and claims granted to the DIP Lender under or pursuant to

the DIP Credit Agreement and DIP Order; (iii) affect or limit in any way the validity, perfection, priority or enforcement of the Prepetition Loan Liens, the Prepetition Loan Obligations, the Prepetition Loan Collateral (each as defined in the DIP Order), or the Adequate Protection Liens, Adequate Protection Obligations, Adequate Protection Claims, (each as defined in the DIP Order) or any other rights and protections granted to the Prepetition Lender under the Prepetition Loan Agreement (as defined in the DIP Order) and the DIP Order; or (iv) affect in any way the validity or priority of the KEIP/KERP Plan Amount (as defined in the DIP Order), all of which shall attach to the proceeds of the Sales. For the avoidance of doubt, nothing herein shall affect the Creditors' Committee's rights to commence a Challenge or other rights as set forth in the DIP Order. Notwithstanding anything to the contrary in the Bidding Procedures, Bidding Procedures Order, DIP Loan Agreement, or DIP Order, the date by which the Sales approved pursuant to this Sale Order must be closed is fifteen (15) days after the date of entry of this Sale Order, and the date by which the license to Qilu of the Licensed Assets must close shall be set forth in the Qilu License Agreement and/or an order of this Court approving the Qilu License Agreement.

51. **Back-Up Bids**. At the Auction, the Debtor designated (i) Altamont Pharma Fund II, LLC as the Back-up Bidder for the assets that are subject to the Cipla Plazomicin Sale Agreement, (ii) Vipragen Biosciences Private Limited as the Back-up Bidder for the assets that are subject to the Cipla C-Scape Sale Agreement, (iii) American Laboratory Trading Inc. as the Back-up Bidder for the assets that are subject to the Heritage Sale Agreement, and (iv) Cipla as the Back-up Bidder for the Licensed Assets that are subject to the Qilu License Agreement. The Back-up Bids of the foregoing Back-up Bidders shall remain open and irrevocable as set forth in the Bidding Procedures and Bidding Procedures Order, and, in the event that a Successful Bidder shall fail to close for whatever reason on the Purchased Assets that are the subject of its

respective Sale Agreement, the Debtor and the applicable Back-up Bidder shall close on the sale of such assets, subject to final negotiations on such Back-up Bidder's bid and executing a sale agreement with such Back-up Bidder, within the time period set forth in the Bidding Procedures and Bidding Procedures Order.

52. **Good Faith Deposits**. The Good Faith Deposits shall be returned to each Qualified Bidder as set forth in the Bidding Procedures, *provided* that, notwithstanding anything to the contrary in the Bidding Procedures or Bidding Procedures Order, the good faith deposit of a Successful Bidder or Back-up Bidder shall be retained by the Debtor in the event that such bidder, in the reasonable discretion of the Debtor, and after five (5) business days' written notice to such bidder, shall fail to proceed with, or consummate, its bid, including, without limitation, by failing to negotiate in good faith with the Debtor, failing to execute its asset purchase agreement, or failing to close on the sale which is the subject of its bid.

53. **Certain Chapter 5 Actions and Claims**. Notwithstanding anything in the Cipla Plazomicin Sale Agreement to the contrary, including, without limitation, Schedule 2.1(i) thereto, upon the Closing Date under the Cipla Plazomicin Sale Agreement, Cipla shall receive only those Chapter 5 Actions and Claims that are related to the Purchased Assets under the Cipla Plazomicin Sale Agreement and the Debtor's Professionals retained in the Chapter 11 Case; *provided*, the Purchased Assets shall not include any Chapter 5 Actions and Claims against any of the Releasees (as defined in the applicable order of the Bankruptcy Court authorizing the Debtor to incur post-petition debtor-in-possession financing) or Hovione (provided the New Hovione Agreement is effective); *provide, further*, that (i) except for those claims and/or causes of action against contract counterparties whose contracts are assumed by Cipla, no claims and/or causes of actions under chapter 5 of the Bankruptcy Code are being purchased by, or transferred

to, any Buyer, (ii) no claims and/or causes of action against the Debtor's current and/or former directors or officers, whether under the Bankruptcy Code, state or federal law, or otherwise, are being purchased by, or transferred to, any Buyer and (iii) no claims and/or causes of action against the Debtors' directors, officers and/or employees related to any pre-Petition bonus payments are being purchased by, or transferred to, any buyer and all such claims and causes of action in clauses (i) through (iii) herein are preserved for the benefit of the estate and, if applicable, any liquidating trustee that shall be appointed in this case.

54. **Binding Order**. This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtor, the Buyers, the Back-up Bidders, and their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtor's estate or any trustee appointed in a chapter 7 case if this case is converted from chapter 11, all creditors of the Debtor (whether known or unknown), all non-Debtor parties to any Assumed Contracts, all Governmental Authorities, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets. The Sale Agreements and the Sales shall not be subject to rejection or avoidance under any circumstances. This Sale Order and the Sale Agreements shall inure to the benefit of the Debtor, its estates, its creditors, the respective Buyers and their respective successors and assigns.

55. **No Stay of Order**. The provisions of Bankruptcy Rules 6004 and 6006, and to the extent applicable under Bankruptcy Rules, Rules 54(b) and 62(a) of the Federal Rules of

Civil Procedure, staying the effectiveness of this Sale Order for fourteen (14) days are hereby waived, and this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Any party desiring to appeal this Sale Order must exercise due diligence in filing an appeal, pursuing a stay and obtaining a stay prior to the applicable Closing, or risk its appeal being foreclosed as moot.

56. **Lift of Automatic Stay**. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtor to the extent necessary, without further order of the Bankruptcy Court, to allow the Buyers to deliver any notice provided for in the Sale Agreements and allow the Buyers to take any and all actions permitted under the Sale Agreements, as applicable.

57. **Retention of Jurisdiction**. The Bankruptcy Court shall retain exclusive jurisdiction to (i) interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order, and the Sale Agreements, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, in all respects, (ii) decide any disputes concerning this Sale Order, the Sale Agreements or the rights and duties of the parties hereunder or thereunder or any issues relating to the Sale Agreements and this Sale Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets and any Assumed Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, and (iii) enforce the injunctions set forth herein.

58. **Subsequent Plan Provisions**. Unless otherwise provided herein, nothing contained in any chapter 11 plan confirmed in the Debtor's case or any order confirming any

such plan or any other order in the Debtor's case (including any order entered after any conversion of this case into a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Sale Agreements or this Sale Order and, to the extent of any such conflict, subject to paragraph 58, the terms of this Sale Order and the Sale Agreements shall control.

59. **Further Assurances**. From time to time, as and when requested by the other, the Debtor and each Buyer, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale with respect to such Buyer, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in such Buyer its right, title and interest in and to the Purchased Assets and the Assumed Contracts, as applicable, subject to the provisions of the applicable Sale Agreement.

60. **Provisions Related to Governmental Authorities**. Notwithstanding any provision to the contrary in the Sale Motion, this Sale Order, and any implementing Sale documents (collectively, the "Documents") nothing shall: (i) authorize the assumption, sale, assignment or other transfer to the Buyers of any agreements, grants, grant funds, licenses, permits, authorizations, contracts, leases, agreements, including, but not limited to, the agreements with the federal government listed on the *Notice of Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases* [D.I. 194], or other interests of the federal government (collectively, "Federal Interests"), without compliance by the Debtor and/or the applicable Buyer with all terms of the Federal Interests and with all applicable non-bankruptcy law; (ii) be interpreted to set cure amounts or require the government to novate,

approve or otherwise consent to the assumption, sale, assignment or other transfer of any Federal Interests; (iii) affect the government's rights to offset or recoup any amounts due under, or relating to, the Federal Interests or the rights of the Debtor to assert all available defenses thereto, including, without limitation, that any or all such rights are barred under applicable law, are hereby preserved; or (iv) confer exclusive jurisdiction to the Bankruptcy Court with respect to the Federal Interests, except to the extent set forth in 28 U.S.C. Section 1334 (as limited by any other provisions of the United States Code). In addition, nothing in the Documents (i) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order or (ii) divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

61. **Governing Terms**. Unless otherwise provided herein, to the extent this Sale Order is inconsistent with the Bidding Procedures Order or any other prior order or pleading in this Chapter 11 Case, or the terms of any of the Sale Agreements (including all ancillary documents executed in connection with such Sale Agreements), this Sale Order shall govern.

62. **Headings**. The headings in this Sale Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the Sale Order.

Wilmington, Delaware

Dated: June__, 2019

_____

THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and between

ACHAOGEN, INC.,

SELLER

and

CIPLA USA INC.,

PURCHASER

DATED AS OF JUNE 20, 2019

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 20, 2019, by and between Achaogen, Inc., a Delaware corporation (the "Seller"), and Cipla USA Inc., a Delaware corporation (the "Purchaser").

RECITALS

WHEREAS, the Seller is a biopharmaceutical company focused on the development and commercialization of innovative antibacterial agents for multi-drug resistant gram-negative infections (the "Business");

WHEREAS, on April 15, 2019, the Seller filed a voluntary petition (the "Petition") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Case No. 19-10844-BLS), and is operating and managing its businesses as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, subject to and upon the terms and conditions herein, the Seller desires to sell, assign, transfer, convey and deliver and cause its Subsidiaries to sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser desires to purchase and acquire from the Seller, all of the Purchased Assets, subject to the terms and conditions described in this Agreement;

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order approving such sale free and clear of all Liens and Claims, all as more specifically provided in this Agreement, and in accordance with sections 105, 363 and 365 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bidding Procedures Order; and

WHEREAS, the Seller and the Purchaser have negotiated in good faith and at arm's length for the purchase and sale of the Purchased Assets, the assumption of certain Liabilities associated therewith, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. For the purposes of this Agreement:

"Acquired Intellectual Property" has the meaning set forth in Section 2.1(c).

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, under no circumstance will the Purchaser and the Seller be deemed Affiliates of one another notwithstanding the possession by the Purchaser (whether or not exercised) of any rights with respect to the Seller or otherwise as a result of the transactions contemplated in this Agreement.

"Agreement" has the meaning set forth in the Preamble.

"Allocation" has the meaning set forth in Section 2.7(a).

"Allocation Statement" has the meaning set forth in Section 2.7(a).

"AMP Assets" means all of the assets of the Seller, wherever located, relating to the AMP Development Program, including Intellectual Property, Contracts and Governmental Authorizations.

"AMP Development Program" means the AMP development program of the Seller relating to novel beta-lactam agents.

"Applicable Rate" has the meaning set forth in Section 2.5(d).

"Approved Product" means the Product as currently approved by the FDA under New Drug Application 210303.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.9(a)(ii).

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumption Effective Date" has the meaning set forth in Section 5.11(b).

"Assumption Procedures" means the procedures for the assumption and assignment of Executory Contracts as contemplated in this Agreement, the Bidding Procedures and the Bidding Procedures Order.

"Auction" means the bankruptcy auction of the Seller's assets, conducted by the Seller pursuant to the Bidding Procedures Order.

"Back-Up Bidder" has the meaning set forth in Section 5.12.

"Back-Up Period" has the meaning set forth in Section 5.12.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"BARDA Bid" has the meaning set forth in Section 2.5(b)(i).

"Bidding Procedures" means the procedure governing the solicitation of bids and the conduct of the Auction for the Purchased Assets under the supervision of the Bankruptcy Court which are attached as Exhibit 1 to the Bidding Procedures Order.

"Bidding Procedures Order" means the order entered by the Bankruptcy Court on May 1, 2019, approving the Bidding Procedures (Dkt. No. 123).

"Bill of Sale" has the meaning set forth in Section 2.9(a)(i).

"Budget" has the meaning set forth in the DIP Loan Agreement.

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day other than Saturday, Sunday or any day on which banking institutions in Delaware are closed either under applicable Law or action of any Governmental Authority.

"Business Payments" has the meaning set forth in Section 5.14.

"Chapter 5 Actions and Claims" means, with respect to any Person, all avoidance actions, claims or causes of action that constitute property of such Person's bankruptcy estate under section 541 of the Bankruptcy Code, including claims and causes of action under chapter 5 of the Bankruptcy Code or any other applicable law, and all proceeds therefrom.

"Chapter 11 Case" means the case commenced by the Seller under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court (Case No. 19-10844-BLS).

"China License Agreement" means the License Agreement to be entered into between the Seller and the China Licensee for the China Territory, on terms reasonably acceptable to the Purchaser, to be assigned by the Seller and assumed by the Purchaser in accordance with the terms of the Auction.

"China Licensee" means Qilu Antibiotics Pharmaceutical Co., Ltd. (or the "Back-Up Bidder" for the China Territory as contemplated in connection with the Auction, or such other licensee if neither Qilu Antibiotics Pharmaceutical Co., Ltd. nor the "Back-Up Bidder" consummates the transactions as contemplated in connection with the Auction).

"China License Rights" means (i) the right of the Seller to grant a license for the Product for the China Territory pursuant to the China License Agreement, and upon the consummation of the transactions contemplated under such China License Agreement, the rights and interests of the China Licensee under the China License Agreement, subject to any amendment or termination thereof, and (ii) the right of the Seller to receive the up-front license fee to be paid by the licensee under the China License Agreement.

"China Territory" means the People's Republic of China, Hong Kong, Macau and Taiwan.

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.8.

"Closing Date" has the meaning set forth in Section 2.8.

"Closing Payment" has the meaning set forth in Section 2.5(a).

"Code" means the Internal Revenue Code of 1986, as amended from time to time, including the regulations promulgated thereunder.

"Collective Bargaining Agreement" means any written or oral agreement, memorandum of understanding or other contractual obligation between the Seller and any labor organization or other authorized employee representative representing Service Providers.

"Commercially Available IP" has the meaning set forth in Section 3.9(e).

"Company IP Registrations" means all of the Seller's Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered Trademarks, domain names and Copyrights, issued and reissued Patents and pending applications or filings for any of the foregoing, but not including the Seller Corporate Names.

"Company Owned Intellectual Property" means all Intellectual Property owned or purported to be owned, in whole or in part by the Seller or any of its Subsidiaries, and required for and used or held for use in connection with the Plazomicin Business, including the

Intellectual Property as set forth on Schedule 2.1(c), but not including the Seller Corporate Names.

"Company Used Intellectual Property" means the Seller's rights and interest in all Intellectual Property owned or controlled by a Third Party and licensed or otherwise made available to the Seller or any Subsidiary or used or held for use by the Seller or any Subsidiary, in whole or in part, that is required for and used or held for used in connection with the Plazomicin Business, in each case, other than Commercially Available IP.

"Confidential Information" means any information that is not generally known to the public and that is or has been used, developed or obtained by the Seller and its Affiliates to the extent it relates to the Purchased Assets, including: (i) products or services; (ii) fees, costs and pricing structures; (iii) designs and specifications; (iv) analyses; (v) drawings, photographs and reports; (vi) computer software, including electronic mail, operating systems, applications and program listings; (vii) flow charts, transaction summaries and models, manuals and documentation; (viii) databases; (ix) financial reports, investment summaries, and accounting and business methods; (x) ideas, formulas, compositions, inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice; (xi) supplier, customers and clients and supplier, customer, contact or client lists and other marketing data or plans; (xii) know-how; (xiii) manufacturing and production processes and techniques; (xiv) research and development information; (xv) files and records; and (xvi) all similar and related information in whatever form, except that Confidential Information will not include any information that (1) has been published in a form generally available to the public or becomes part of public domain, other than as a result of a disclosure by the parties hereto or their respective representatives; (2) was known or was otherwise in possession of the receiving party prior to the time of disclosure of such information by the disclosing party or (3) is developed by the receiving party independent of and without reference to any Confidential Information disclosed by the disclosing party under this Agreement.

"Contract" means any contract, agreement, lease, license, commitment, understanding, franchise, warranty, guaranty, mortgage, note, bond or other instrument or consensual obligation that is legally binding.

"Contract & Cure Schedule" has the meaning set forth in Section 5.11(a).

"Copyrights" means all copyrights, including copyrights in software and in the content contained on any Web site, artwork (including editable jpeg images), packaging material, patient information leaflets, promotional material, advertising material, and those which are registered, applied for registration or used, whether registrable or not, by the Seller, and rights to sue for past infringement thereof.

"Cure Amount" means, for any Executory Contract, the amount required to be paid under section 365 of the Bankruptcy Code to effectuate the assumption and assignment of such Executory Contract by the Seller to the Purchaser (giving effect to any mutual agreement with the contract counterparty to such Executory Contract).

"C-Scape Assets" means all of the assets of the Seller, wherever located, relating to the C-Scape Development Program, including Intellectual Property, Contracts and Governmental Authorizations.

"C-Scape Development Program" means the C-Scape development program of the Seller which consists of a potential therapeutic including clavulanic acid and ceftibuten.

"Deductions" means, without duplication, any:

(a) discounts of any type or nature, including retroactive price reductions, cash discounts, volume discounts, promotional discounts, chargebacks, allowances, rebates, returns and credits;

(b) rejections, returns, credits, returned goods allowances and retroactive corrections, and other similar costs;

(c) price adjustments, billing adjustments, shelf stock adjustments, promotional payments, and other similar allowances;

(d) any credits or allowances granted to any wholesalers, retailers, distributors or other customers upon prompt payment;

(e) administrative fee arrangements, reimbursements, and other payments of similar nature to wholesalers, distributors, buying groups, health care insurance carriers, pharmacy benefit management companies, health maintenance organizations, health care institutions or organizations, or any other customers;

(f) redistribution center fees, information service agreement fees, and other fees of similar nature that are passed from any wholesalers, retailers, distributors or other customers;

(g) freight, shipping and insurance costs charged to a customer on an invoice;

(h) costs of recalls, seizures or destruction of goods and other similar costs, whether voluntarily or pursuant to a request or order by a Governmental Authority;

(i) failure-to-supply penalties (except to the extent actually covered by insurance or otherwise subject to reimbursement);

(j) compulsory payments and cash rebates related to sales of the Product paid to any Governmental Authority or pursuant to any legal requirement in connection with any health insurance program, compensation program, or similar program;

(k) excise taxes, use taxes, sales taxes, value added taxes, goods and services taxes, custom duties, and any other Taxes or charges imposed by any Governmental Authority; or

(l) any other deduction from gross sales to arrive at net sales as permissible under GAAP that has not been listed above.

"Deposit" has the meaning set forth in Section 2.6.

"DIP Loan Agreement" means the Senior Secured Superpriority Debtor-in-Possession Loan and Security Agreement, dated as of April 15, 2019, by and among the Seller, and Silicon Valley Bank, as lender.

"Election Period" means the period ending on the date forty-five (45) days following the Closing Date or on such earlier date that Purchaser shall determine by notice to the Seller.

"Employee Plan" means any written: (i) "employee benefit plan" as defined in Section 3(3) of ERISA; (ii) compensation, employment, consulting, severance, termination protection, change in control, transaction bonus, retention or similar plan, agreement, arrangement, program or policy; or (iii) other plan, agreement, arrangement, program or policy providing for compensation, bonuses, profit-sharing, equity or equity-based compensation or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangement), medical, dental, vision, prescription or fringe benefits, life insurance, relocation or expatriate benefits, perquisites, disability or sick leave benefits, employee assistance program, workers' compensation, supplemental unemployment benefits or post-employment or retirement benefits (including compensation, pension, health, medical or insurance benefits), in each case (A) that is sponsored, maintained, administered, contributed to or entered into by the Seller for the current or future benefit of any current or former Service Provider or (B) for which the Seller has any direct or indirect liability.

"Environmental Law" means any Law concerning: (i) the treatment, disposal, emission, discharge, Release or threatened Release of Hazardous Material; or (ii) the protection of the environment (including natural resources, air and surface or subsurface land or waters).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any rules or regulations promulgated thereunder.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Contract" has the meaning set forth in Section 2.2(b).

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Executory Contract" means a Contract to which the Seller is a party that is an "executory contract" or "unexpired lease", as such terms are used in section 365 of the Bankruptcy Code.

"Exploitation", and related terms such as "Exploit", shall mean, with respect to the Product or any other product, the research, development, manufacture, having manufactured, testing, storage, import, export, distribution, sale, licensing, use, having used, offering for sale,

having sold, disposition, registering, holding or keeping (whether for disposal or otherwise), commercializing, advertising, marketing and promotion of the Product or such other product, as applicable, and applying for and receiving regulatory approvals, including from the FDA (on compliance with all requirements including clinical trials) related to the Product or such other product, and including the outsourcing of any of the foregoing activities.

"FDA" means the United States Food and Drug Administration.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of: (A) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Purchaser, in its sole and absolute discretion, elects to proceed with Closing; and (B) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Purchaser, in its sole and absolute discretion, elects to proceed.

"Governmental Authority" means any: (i) nation, region, state, county, city, town, village, district or other jurisdiction; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal); (iv) multinational organization exercising judicial, legislative or regulatory power; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature of any federal, state, local, municipal, foreign or other government.

"Governmental Authorization" means any approval, consent, ratification, waiver, license, permit, registration or other authorization issued or granted by any Governmental Authority.

"Hazardous Material" means any waste or other substance that is listed, defined, designated or classified as hazardous, radioactive or toxic or a pollutant or a contaminant under any Environmental Law, including any admixture or solution thereof, and including petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos or asbestos-containing materials in any form or condition and polychlorinated biphenyls.

"Hovione" means Hovione Limited, a company with its principal place of business at Loughbeg, Ringaskiddy, Cork, County Cork, Ireland.

"Hovione Agreement" means the Validation and Manufacturing Agreement, dated March 6, 2017, between the Seller and Hovione, and all Work Plans (as defined therein), and all other agreements, instruments, or documents entered into or delivered in connection with the Hovione Agreement or any such Work Plans, as any of the foregoing may have been amended, modified, or supplemented.

"Hovione Release" means the written, unconditional release by Hovione, its Affiliates and Subsidiaries, and all of their respective current and former officers, directors, principals, employees, members, managers, advisors, attorneys, financial advisors, investment bankers, or agents, of all of their Claims, including all Claims arising from or in connection with the Hovione Agreement, the rejection by the Seller of the Hovione Agreement, and the Business, against the Seller, its estate, Affiliates and Subsidiaries, and all of their respective current and former officers, directors, principals, employees, members, managers, advisors, attorneys, financial advisors, investment bankers, or agents, in form and substance satisfactory to the Seller.

"Intellectual Property" means all of the following anywhere in the world and all legal rights, title or interest in the following arising under Law: (i) all Patents and applications for Patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part, including any future applications or filings of the foregoing; (ii) all Copyrights, Copyright registrations and Copyright applications, copyrightable works and all other corresponding rights; (iii) all mask works, mask work registrations and mask work applications and all other corresponding rights; (iv) all advertising material, trade dress and trade names, logos, Internet addresses and domain names, Trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (v) all inventions (whether patentable or unpatentable and whether or not reduced to practice), know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, clinical trial data and information, safety data and pharmacovigilance data, financial, marketing and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind; (vi) all computer software (including source and object code), firmware, development tools, algorithms, files, records, technical drawings and related documentation, data and manuals; (vii) all databases and data collections; (viii) all licenses and permits to the extent transferable; (ix) all rights pertaining to the foregoing, including those arising under international treaties and convention rights, (x) all rights and powers to assert, defend and recover title to any of the foregoing, (xi) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing, (xii) all proceeds, income, royalties, damages and payments now and/or hereafter

due and payable under and/or in respect of all of the foregoing (including with respect to past, present or future infringement or violation thereof), (xiii) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing, and (xiv) all other intellectual property rights irrespective of not being registered or applied for registration.

"Intellectual Property Assignment" has the meaning set forth in Section 2.9(a)(iv).

"Ionis License Agreement" means the license agreement dated January 25, 2006 between the Seller and Ionis Pharmaceuticals, Inc. (formerly known as Isis Pharmaceuticals, Inc.).

"IP Agreements" means all agreements (including outstanding decrees, orders, judgments, settlement agreements, or stipulations) to which the Seller or any of its Subsidiaries is a party which contain provisions: (i) granting to any Person rights in Company Owned Intellectual Property or Company Used Intellectual Property; (ii) granting to the Seller or any Subsidiary thereof any rights in Company Used Intellectual Property; (iii) consenting to another Person's use of Company Owned Intellectual Property or Company Used Intellectual Property, or covenanting not to sue any Person for infringement of any such Intellectual Property; (iv) restricting the Seller's or any of its Affiliates' use of Company Owned Intellectual Property or any Company Used Intellectual Property; or (v) otherwise relate to Intellectual Property covering the Product.

"Judgment" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Authority or arbitrator.

"Knowledge of the Seller" or "the Seller's Knowledge" means the actual knowledge of any executive officer of the Seller after due inquiry into the facts or circumstances supporting any representation, warranty or statement qualified by such terms.

"Law" means any applicable federal, state, local, municipal, foreign, international, multinational, or other constitution, law, statute, treaty, rule, regulation, ordinance or code.

"Leased Real Property" has the meaning set forth in Section 3.11.

"Liability" means any liability or obligation, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due.

"Lien" means any possessory or non-possessory lien, license (other than with respect to any Company Used Intellectual Property), encumbrance, claim or charge against or other interest in any property or assets, whether voluntary or involuntary and whether statutory or contractual, including any mortgage, deed of trust, deed to secure debt, pledge, assignment, hypothecation, security interest, attachment, judgment, levy, conditional sale agreement, right of first refusal, right of first offer, option, restriction of any kind, including any restriction on use, transfer,

receipt of income or exercise of any other attribute of ownership or other arrangement, and including any agreement to give any of the foregoing.

"MAA" means a Marketing Authorization Application with the European Medicines Agency.

"Material Adverse Effect" means any event, change, circumstance, effect or other matter that has a material adverse effect on: (i) the financial condition or results of operations of the Plazomicin Business, taken as a whole; (ii) the condition or value of any material portion of the Purchased Assets; or (iii) the ability of the Seller to consummate timely the transactions contemplated by this Agreement; provided, however, that none of the following, either alone or in combination, will constitute, or be considered in determining whether there has been, a Material Adverse Effect: any event, change, circumstance, effect or other matter resulting from or related to: (A) any Excluded Assets or Excluded Liabilities; (B) any outbreak or escalation of war or major hostilities or any act of terrorism; (C) changes in Laws, United States generally accepted accounting principles or enforcement or interpretation thereof; (D) changes that generally affect the industries and markets in which the Seller operates which does not disproportionately affect Seller; (E) changes in financial markets, general economic conditions (including prevailing interest rates, exchange rates, commodity prices and fuel costs) or political conditions; (F) any failure, in and of itself, of the Seller to meet any published or internally prepared projections, budgets, plans or forecasts of revenues, earnings or other financial performance measures or operating statistics; (G) any action taken or failed to be taken pursuant to or in accordance with this Agreement or at the request of, or consented to by, the Purchaser; (H) the filing or continuation of the Chapter 11 Case or any action approved by the Bankruptcy Court (or any other Governmental Authority in connection with any such Proceeding); (I) the execution or delivery of this Agreement, the consummation of the transactions contemplated by this Agreement or the public announcement or other publicity with respect to any of the foregoing; or (J) any change in or termination of the relationship of the Seller with its Service Providers, customers or suppliers.

"Materials of Environmental Concern" means all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. § 300.5, or defined as such by, or regulated as such under, any Environmental Law.

"Milestone Period" means the period beginning on the Closing Date and ending at such time that any Person (other than the Purchaser or its Affiliates) has received final FDA approval for an Abbreviated New Drug Application or an FDA AP-rated 505(b)(2) NDA using the Product.

"Net Sales" means total gross revenue actually received by the Purchaser (including its successors and assigns), any of their respective Affiliates, or any sublicensee(s) of any the foregoing, from sales of the Approved Product to Third Parties generated anywhere in the world (other than the China Territory), less any Deductions to the extent exclusively related to the Approved Product, and taken, paid, accrued, allowed, included or allocated, based on the

Purchaser's good faith estimates in calculating gross revenue with respect to the Approved Product, in each case, determined according to U.S. Generally Accepted Account Principles applied by the Purchaser in good faith, it being agreed that Net Sales shall exclude any Approved Product transferred or disposed of for promotional or educational purposes, or to any Affiliate of the Purchaser. Notwithstanding the foregoing, Net Sales shall not include any Stockpiling Awards.

"Net Sales Royalty" has the meaning set forth in Section 2.5(b)(ii).

"New Hovione Agreement" has the meaning set forth in Section 5.17(a).

"Non-Proration Items" has the meaning set forth in Section 9.2.

"Order" means any writ, judgment, decree, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (in each case whether preliminary or final).

"Other Seller Taxes" has the meaning set forth in Section 9.2.

"Outside Date" has the meaning set forth in Section 5.9(b)(ii).

"Patent" means all patents and industrial designs, including any continuations, divisionals, continuations-in-part, renewals, reissues and applications for any of the foregoing, and rights to pursue future applications and filings for any of the foregoing and to rights to sue for past infringement thereof.

"Person" means an individual or an entity, including a corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity, or any Governmental Authority.

"Petition" has the meaning set forth in the Recitals.

"Petition Date" means April 15, 2019, the date the Petition was filed with the Bankruptcy Court.

"Plazomicin Business" means Seller's Business related to the Product anywhere in the world, including the Exploitation of the Product, as presently conducted and as was conducted immediately prior to the Petition Date.

"Post-Closing Access and Cooperation Period" has the meaning set forth in Section 10.15(a).

"Previously Omitted Contract" has the meaning set forth in Section 5.11(f).

"Proceeding" means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal

or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Product" means plazomicin, including ZEMDRI™ (plazomicin) approved by FDA in the United States for the Treatment of Adults with Complicated Urinary Tract Infections (cUTI), or any other strength, dosage, indication or platform thereof. For clarity, "Product" includes any form of plazomicin, including salts, esters, hydrates, solvates and polymorphs of plazomicin.

"Product Trademarks" means the Trademarks used or held for use by the Seller or its Affiliates for the Product in the Plazomicin Business and any registrations thereof or any pending applications relating thereto, including any unregistered Trademark rights related to the Product as may exist through use before, on or after the Closing Date (for clarity, excluding any Seller Corporate Names).

"Proration Items" has the meaning set forth in Section 9.2.

"Purchase Price" has the meaning set forth in Section 2.5.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Purchaser" has the meaning set forth in the Preamble.

"Qualified Accounting Firm" means any of Deloitte & Touche, Ernst & Young, KPMG, PricewaterhouseCoopers, Grant Thornton, or any other nationally or internationally recognized accounting firm agreed by the Purchaser and, subject to Section 2.5(f), the Seller; provided, that the Purchaser may not have engaged such accounting firm other than for the purposes contemplated in this Agreement for the preceding twelve (12) months.

"Qualified Bid" means competing bids that are submitted in accordance with the Bidding Procedures and Bidding Procedures Order.

"Receivables" has the meaning set forth in Section 2.2(q).

"Regulatory Approval" shall mean (a) any approval by the FDA of any "new drug application" or "premarket approval application" (as such terms are used under the United States Federal Food, Drug, and Cosmetic Act) with respect to a product and (b) any other approval, decision, license, registration, designation or authorization by a Governmental Authority necessary to lawfully Exploit a product, in each case of clauses (a) and (b), together with any approval of any subsequent submissions, supplements or amendments thereto or any applications therefor.

"Regulatory Documentation" shall mean original documents in any format in the possession or control of the Seller and/or its Subsidiaries as of the Closing, of all Regulatory Approvals, dossiers, quality specifications for the manufacture, import, release and testing of the Product and its components and all correspondence with, or reports or other materials submitted to, any Governmental Authority related to the Exploitation of the Product, including all U.S. and

non-U.S. regulatory applications, filings, submissions and approvals (including all Investigational New Drug Applications and New Drug Applications with the FDA, and foreign counterparts thereof, all Regulatory Approvals and all complaint files, periodic safety reports and adverse drug experience reports) for the Product, the Exploitation of the Product or use of any Purchased Asset or related to the Plazomicin Business, and all technical and other information contained therein, and all correspondence with the FDA and other Governmental Authorities relating to any of the foregoing, including correspondence related to any serious adverse events associated with the Product.

"Release" means the release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating of any Hazardous Material into the environment.

"Royalty Payment" has the meaning set forth in Section 2.5(b).

"Sale Hearing" means the hearing to be conducted by the Bankruptcy Court to approve this Agreement and seeking entry of the Sale Order.

"Sale Order" means, collectively, one or more orders of the Bankruptcy Court in form and substance acceptable to the Purchaser and the Seller: (i) approving the sale of the Purchased Assets (and the assumption and assignment of the Executory Contracts on the Contract & Cure Schedule) to the Purchaser (or such other bidder chosen as the winning bidder at the Auction) free and clear of all Claims and Liens pursuant to section 363(f) of the Bankruptcy Code, on the terms and conditions set forth in this Agreement; (ii) approving the Back-Up Bidder chosen at the Auction and the asset purchase agreement submitted by such Back-Up Bidder; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Seller and the Purchaser (solely in its capacity as such) at arm's length, without collusion and in good faith by the Purchaser within the meaning of section 363(m) of the Bankruptcy Code; (v) assuring that the Purchaser shall not assume any of the Sellers' liabilities and will not be subject to successor liability for any claims or causes of action of any kind or character against the Seller, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (vi) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement, (vii) rejecting the Hovione Agreement to the extent the Hovione Release (a) has been granted, (b) will be granted contemporaneously with the entry of the Sale Order, or (c) will be granted pursuant to the Sale Order, and (viii) permitting the Purchaser to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

"Schedule" means a schedule included in the Seller Disclosure Schedule and the other schedules attached hereto.

"SEC" means the Securities and Exchange Commission.

"Section 365 Order" means with respect to any Executory Contract not assumed and assigned to the Purchaser pursuant to the Sale Order, an Order of the Bankruptcy Court in form and substance acceptable to the Purchaser and the Seller authorizing such assumption and assignment to the Purchaser.

"Seller" has the meaning set forth in the Preamble.

"Seller Corporate Names" means those Trademarks, names and logos of Seller or any of its Affiliates other than the Product Trademarks, including any Trademarks that consist of or include any corporate name or corporate logo of Seller or any of its Affiliates.

"Seller Disclosure Schedule" has the meaning set forth in ARTICLE 3.

"Seller SEC Documents" means all forms, statements, documents and reports filed or furnished by the Seller with the SEC since January 1, 2015, as amended through the date hereof.

"Service Provider" means any director, officer, employee or individual independent contractor of the Seller.

"Specified Contracts" means the Executory Contracts set forth on Part B of the Contract & Cure Schedule as of the date of this Agreement.

"Stockpiling Awards" has the meaning set forth in Section 2.5(b)(i).

"Stockpiling Royalty" has the meaning set forth in Section 2.5(b)(i).

"Straddle Period" means any taxable period beginning before the Closing Date and ending after the Closing Date.

"Subsidiary" means, with respect to a specified Person, any corporation or other Person of which equity securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held directly or indirectly by the specified Person. When used in this Agreement without reference to a particular Person, "Subsidiary" means a Subsidiary of the Seller. Notwithstanding the foregoing, under no circumstance will the Seller be deemed a Subsidiary of the Purchaser notwithstanding the possession by the Purchaser (whether or not exercised) of any rights of control with respect to the Seller.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

"Supplement" has the meaning set forth in Section 5.13.

"Target Executory Contracts" means all of the Executory Contracts listed on the Contract & Cure Schedule (including both Part A and Part B) on the date of this Agreement.

"Tax" means: (i) any federal, state, local, foreign or other tax, charge, fee, duty (including customs duty), levy or assessment, including any income, gross receipts, net proceeds, alternative or add-on minimum, corporation, ad valorem, turnover, real property, personal property (tangible or intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, profits, occupational, premium, interest equalization, windfall profits, severance, license, registration, payroll, environmental (including Taxes under section 59A of the Code), capital stock, capital duty, disability, estimated, gains, wealth, welfare, employee's income withholding, other withholding, unemployment or social security or other tax of whatever kind (including any fee, assessment or other charges in the nature of or in lieu of any tax) that is imposed by any Governmental Authority; (ii) any interest, fines, penalties or additions resulting from, attributable to, or incurred in connection with any items described in this paragraph or any related contest or dispute; and (iii) any Liability for the Taxes of another Person.

"Tax Return" means any report, return, declaration, claim for refund, or information return or statement related to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party" means any Person and/or group of Persons (including any Governmental Authority) other than the Seller, the Purchaser or any of their respective Affiliates.

"Trademarks" means trademarks, trade names, service marks, designs, logos, brand names, emblems, signs or insignia, slogans, Internet addresses and domain names, other similar designations of source or origin and general intangibles of like nature, together with the registrations and applications for registrations pertaining to any of the foregoing, any derivations of any of the foregoing, all goodwill associated therewith, and rights to sue for past infringement thereof.

"Transfer Taxes" has the meaning set forth in Section 9.1.

Section 1.2 Construction. Any reference in this Agreement to an "Article," "Section," "Exhibit" or "Schedule" refers to the corresponding Article, Section, Exhibit or Schedule of or to this Agreement, unless the context indicates otherwise. The table of contents and the headings of Articles and Sections and Schedules are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. All words used in this Agreement are to be construed to be of such gender or number as the circumstances require. The words "including," "includes" or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance. Where this Agreement states that a party "shall", "will" or "must" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any

reference to a Contract or other document as of a given date means the Contract or other document as amended, supplemented and modified from time to time through such date. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not merely mean "if." References to "any" shall mean "any and all," and "or" is used in the inclusive sense of "and/or."

ARTICLE 2
THE TRANSACTION

Section 2.1 Sale and Purchase of Purchased Assets. In accordance with the provisions of this Agreement and the Sale Order, and except as set forth in Section 2.2, at and effective as of the Closing, the Seller will, and/or will cause its Subsidiaries to the extent transferable under applicable Law, sell, convey, assign, transfer and deliver to the Purchaser, and the Purchaser will purchase and acquire from the Seller, all of the Seller's right, title and interest in and to all of the properties and assets of the Seller relating to the Plazomicin Business as of the Closing Date, free and clear of all Liens and Claims other than the Assumed Liabilities and the China License Rights, including the following (all of the assets to be sold, conveyed, assigned, transferred or delivered to the Purchaser are referred to as the "Purchased Assets"):

(a) Inventory. All right, title and interests in and to (i) any raw materials (including work in process, buffer stock held by vendors, dies and active pharmaceutical ingredients inventory), finished goods and other inventory of the Product in the possession or control of, or otherwise held by or on behalf of, or owned by the Seller, with a remaining shelf life of at least six (6) months, and (ii) all good and marketable unbroken lots of packaged finished goods inventory of any Product in the possession or control of, or otherwise held by or on behalf of, the Seller as of Closing which (1) with respect to any commercial lots of any Product, has a remaining shelf life of at least six (6) months, and (2) with respect to samples of any Product, has a remaining shelf life of at least six (6) months, that has already been paid for by the Seller regardless of where located, and all rights to receive refunds, rebates or credits in connection therewith (for the avoidance of doubt, the Purchased Assets also include all manufactured product, packaging material, compounds and any other similar assets relating to the Product which have already been paid for by the Seller, and any assets that are under manufacture);

(b) [Intentionally Omitted.]

(c) Intellectual Property. All Company Owned Intellectual Property and all Company Used Intellectual Property including: (i) any related Patents, Copyrights, and Trademarks therein, (ii) all of the Seller's and Subsidiaries' worldwide Intellectual Property rights in connection with the Product (except for Commercially Available IP and the Seller Corporate Names), (iii) the Company Owned Intellectual Property set forth on Schedule 2.1(c); and (iv) any other Company Used Intellectual Property set forth on Schedule 3.9(a) of the Seller Disclosure Schedule (collectively, the "Acquired Intellectual Property"); provided, that the

Purchaser may, in its sole discretion, remove any Intellectual Property from the Acquired Intellectual Property at any time prior to Closing by giving written notice thereof to Seller, and such removed Intellectual Property shall not be deemed to be Acquired Intellectual Property or Purchased Assets hereunder; provided, further, that any such removal of Intellectual Property shall not, in and of itself, reduce the Purchase Price or any other consideration or obligation owed by Purchaser hereunder, or cause Seller to be in breach of its representations, warranties or covenants under this Agreement;

(d) Contracts. All Executory Contracts assumed by and assigned to the Purchaser in accordance with Section 5.11 and pursuant to the Sale Order or a Section 365 Order, as applicable (collectively, the "Assumed Contracts"); provided, however, that if any Assumed Contract is recharacterized by a Final Order to not be an Executory Contract, then all of the Seller's rights, including with respect to Intellectual Property and other property, under such Assumed Contract shall be a Purchased Asset;

(e) Authorizations. All worldwide Governmental Authorizations held by the Seller, to the extent transferable, relating to any Purchased Asset, Assumed Liability or the Plazomicin Business, including any MAA of the Seller or any Subsidiary, and all Regulatory Approvals, to the extent transferable, held by the Seller or any Subsidiary with respect to the Exploitation of the Product, and all rights under, interests in and deposits under the foregoing, and pending applications for any thereof, including the Governmental Authorizations and Regulatory Approvals listed on Schedule 3.6 of the Seller Disclosure Schedule.

(f) Correspondence. All correspondence with or to any Governmental Authority (including letters, minutes and official contact reports relating to any communications with any Governmental Authority) relating to any Purchased Assets, Assumed Liability or the Plazomicin Business that are within the Seller's control or accessible to the Seller, including any Regulatory Documentation;

(g) Advertising Materials. All advertising, marketing, market research, sale and promotional files and materials (including any television, radio and print content and materials), pricing lists, consulting deliverables and other related literature, catalogs, point of sale materials and Web site content, including all Company Owned Intellectual Property therein, relating to any Purchased Asset or Assumed Liability or the Plazomicin Business that are within the Seller's control or accessible to the Seller;

(h) Books and Records. All information, books, records, files and papers, client and customer lists, supplier and vendor lists, purchase orders and quotes, sales and purchase invoices, production reports, customer and supplier lists, distribution lists, inventory cost records, mailing lists, forms, quality control records and procedures, standard operating procedures, information and records, financial and accounting records, correspondence, memoranda, documentation relating to sales Taxes, relating to any Purchased Asset, Assumed Liability, the Product, or the Plazomicin Business that are within the Seller's control or accessible to the Seller, including any original documentation relating to the Acquired Intellectual Property, all records of disclosure under the Physician Payments Sunshine Act (42

U.S.C. §1320a-7h) and any other applicable Laws, any documents or agreements entered into or furnished to the China Licensee in connection with the China License Agreement, and any other documents or records required by the Purchaser to fulfill its obligations under the China License Agreement upon assumption thereof or any Assumed Contract, in each case in any format;

(i) Claims. All of the Seller's claims, warranties (express and/or implied), rights, guarantees, indemnities and similar rights, credits, causes of action, defenses and rights of recovery or set-off, rights of subrogation and all other rights of any kind against Third Parties relating to or arising from any of the Purchased Assets or Assumed Liabilities, including any commercial tort claims and unliquidated rights under manufacturers' and vendors' warranties related to the Purchased Assets and all Chapter 5 Actions and Claims of any nature, whether related to the Purchased Assets or otherwise, including any Chapter 5 Actions and Claims against the Persons described in Schedule 2.1(i); provided, notwithstanding anything to the contrary contained herein, the Purchased Assets shall not include any Chapter 5 Actions and Claims against any of the Releasees (as defined in the applicable order of the Bankruptcy Court authorizing the Seller to incur post-petition debtor-in-possession financing);

(j) Prepaid Expenses. All prepaid charges and expenses of the Seller to the extent related to the Purchased Assets; and

(k) Insurance. All insurance policies relating to the Purchased Assets and the Plazomicin Business, which insurance policies shall be endorsed in the name of the Purchaser and all rights of any nature with respect thereto including to receive insurance proceeds thereunder and rights to assert claims with respect to any such insurance recoveries, including any pending insurance claims thereunder.

Section 2.2 Excluded Assets. Notwithstanding the terms of Section 2.1, the Seller will retain and will not sell, convey, assign, transfer or deliver to the Purchaser, and the Purchaser will not purchase or acquire, and the Purchased Assets do not include, any of the following assets described below (the "Excluded Assets"):

(a) Equity Interests. All equity interests in the Seller and its Subsidiaries;

(b) Contracts. All Contracts that are not assigned to the Purchaser pursuant to Section 5.11 (each, an "Excluded Contract");

(c) Employee Plans. All rights and interests related to the Employee Plans.

(d) Books and Records. All minute books and records, stock ledgers, Tax records and all other materials that the Seller is required by Law to retain or which relate primarily to an Excluded Asset or Excluded Liability; provided, however, that the Seller shall provide the Purchaser with reasonable access to and copies of any such materials;

(e) Insurance. All insurance providing coverage for current or former directors and officers, and all claims and proceeds to the extent related to the Excluded Assets and Excluded Liabilities;

(f) Claims. All rights, claims or causes of action that the Seller may have against any Person with respect to any Excluded Assets or Excluded Liability;

(g) Chapter 5 Actions and Claims. All Chapter 5 Actions and Claims not constituting Purchased Assets pursuant to Section 2.1(i);

(h) Estate Claims. All estate claims of the Seller (except to the extent constituting Purchased Assets pursuant to Section 2.1(i));

(i) Accounts and Deposits. All: (i) cash, cash equivalents, bank deposits, investment accounts, lockboxes, certificates of deposit, marketable securities, bank accounts, corporate credit cards and other similar cash items; and (ii) deposits, pre-payments, refunds, rebates, credits and similar items, including rent and utility deposits, prepaid rent and all other prepaid charges and expenses, in each case attributable to any period of time (or portion thereof) ending on or prior to the Closing Date;

(j) Prepaid Expenses. All prepaid charges and expenses of the Seller to the extent related to the Excluded Assets;

(k) Real Property. All rights in respect to any real property leased by the Seller.

(l) Tax Refunds. All rights to refunds, rebates, credits or similar benefits relating to Taxes and other governmental charges of whatever nature attributable to any period of time (or portion thereof) ending on or prior to the Closing Date;

(m) Equipment. All furniture, fixtures, equipment, and other similar personal property owned by the Seller, including all trade fixtures, supplies, computer equipment, applications, systems and motor vehicles owned by the Seller, including any substitutions or replacements thereof, which may occur within the ordinary course of business, made between the date of this Agreement and the Closing Date, regardless of where located;

(n) C-Scape Assets and AMP Assets. All of the C-Scape Assets and all of the AMP Assets;

(o) [Intentionally Omitted.]

(p) Non-Plazomicin Assets. All of the Seller's assets and properties not related to the Plazomicin Business (including the Seller Corporate Names and related domain names and internet addresses, and all assets relating to the Seller's Tie2 program), subject to Section 5.18;

(q) Receivables. All accounts receivable and other receivables (together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto) arising from or relating to the Purchased Assets or the Plazomicin Business prior to the Closing, and all causes of action pertaining to the collection of the foregoing ("Receivables"); and

(r) This Agreement. All of the Seller's rights under this Agreement and all agreements ancillary to this Agreement (including payments comprising part of the Purchase Price).

Section 2.3 Assumed Liabilities. In accordance with the provisions of this Agreement and the Sale Order, at the Closing, the Purchaser will assume and pay or perform and discharge when due the following Liabilities of the Seller, in each case other than the Excluded Liabilities (the "Assumed Liabilities"):

(a) Contractual Liabilities. All Liabilities arising after the Closing under the Assumed Contracts and the Governmental Authorizations included in the Purchased Assets to the extent that such Liabilities are related to and are required to be performed during the periods after Closing;

(b) Cure Amounts. To the extent set forth next to any Assumed Contract on the Contract & Cure Schedule, any Cure Amount with respect to such Assumed Contract, subject to any renegotiation or other mutual agreement with the contract counterparty to such Assumed Contracts which shall supersede the amounts set forth in the Contract & Cure Schedule; and

(c) Transfer Taxes. All Liabilities for Transfer Taxes borne by the Purchaser pursuant to Section 9.1.

Section 2.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement or any other writing to the contrary, the Purchaser is assuming only the Assumed Liabilities and except for the Assumed Liabilities, it is not assuming, nor shall it agree to pay, perform, be responsible for or discharge, any other Liability of the Seller or any Affiliate of the Seller or the Business including the Plazomicin Business, of whatever nature, whether presently in existence or arising hereafter, and whether absolute, contingent, accrued, known or unknown (the "Excluded Liabilities"). Without limiting the generality of the prior sentence, Excluded Liabilities include the following:

(a) Operating Liabilities. All Liabilities which are not Assumed Liabilities to the extent relating to claims, events or conditions arising out of or relating in any way to the operation of the Business or the ownership of the Purchased Assets prior to the Closing, including as a result of the manufacture, design, use, operation, storage, acquisition, development or construction of a Purchased Asset during the period prior to the Closing, and any Liabilities for warranty claims and product liability claims or similar claims, whether occurring prior to or post-Closing, and all Liabilities to customers relating to any Product sold by or on behalf of the Seller or any of its Subsidiary prior to the Closing;

(b) Taxes. Any Liability for Taxes of the Seller or attributable to the Plazomicin Business or the Purchased Assets for any period of time (or portion thereof) ending on or prior to the Closing Date (other than the Taxes expressly assumed by the Purchaser pursuant to Section 9.1), and any Liability for Taxes attributable to the Excluded Assets at any time;

(c) Employee Liabilities. All Liabilities and obligations arising out of, relating to or in connection with any Person employed by, or acting as an independent contractor on the property of or on behalf of, the Seller or its Affiliates at any time, including those related to payment, claims or benefits under workers' compensation Laws or any other Law;

(d) Employee Plans. All Liabilities related to the Employee Plans or the Service Providers.

(e) Costs. All Liabilities of the Seller for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby;

(f) Recalls. All Liabilities arising out of or relating to the voluntary or mandatory recall or market withdrawal of any Product or post-sale warning in respect of any Product sold by or on behalf of any of the Seller or its Affiliates prior to the Closing;

(g) Pre-Closing Liabilities Under Assumed Contracts. All Liabilities under any Assumed Contracts arising or relating to a period prior to the Closing, other than the applicable Cure Amount (subject to any renegotiation or adjustment thereof);

(h) Contract Liabilities. Liabilities arising under or related to the Excluded Contracts or any other Contracts which are not validly and effectively assigned to Purchaser pursuant to this Agreement, or Liabilities arising from or related to Assumed Contracts which arise out of any defaults or breaches by the Seller or any of the Subsidiaries, relating to a period prior to the Closing whether it occurs prior to or post-Closing;

(i) Breach of Law. Liabilities arising out of or based on any violation, on or prior to the Closing Date, of any statute, law, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which Seller, its Affiliates, or the Business is subject, including any criminal acts by Seller or its Affiliates;

(j) Litigation Claims. Any litigation claims against the Seller, including any tort claims, breach of contract claims, employment claims and discrimination claims;

(k) Chargebacks. Liabilities arising from chargebacks or related charges by Seller or its Affiliates prior to Closing, and all Liabilities arising out of or relating to the return of any Product, or for any credits, rebates, refunds or other amounts payable in respect of any Product, sold by or on behalf of any of the Seller or its Affiliates or prior to the Closing

(l) Trade Accounts Payable. Any Liability for trade accounts payable;

(m) Environmental. Any Liabilities arising under any Environmental Law;

(n) Real Property. Any Liabilities arising from or relating to any lease agreement or real property interest of Seller or its Affiliates, or any other real estate that was otherwise used in connection with the Business;

(o) Transaction Expenses. Any Liabilities of Seller or its Affiliates arising under or relating to this Agreement, including any brokers, finder, agent or other fees or commissions in connection with the transactions contemplated hereunder;

(p) Indebtedness. Any Liability in respect of any indebtedness for borrowed money of the Seller, including any Liability in respect of the Senior Secured Superpriority Debtor-in-Possession Loan and Security Agreement, dated as of April 15, 2019, by and among the Seller, and Silicon Valley Bank, as lender;

(q) BARDA Liabilities. To the extent permitted by Law, any Liability arising out of or relating to any Contracts with or grants made by the U.S. Biomedical Advanced Research and Development Authority, including any clawback of funds granted to the Seller;

(r) Excluded Assets. Any Liability arising out of or related to any Excluded Asset; and

(s) Other. Any Liabilities that are not Assumed Liabilities.

For the avoidance of doubt, all Liabilities arising out of, relating to or incurred in connection with the Purchased Assets arising out of and related to period after the Closing shall be Liabilities of the Purchaser.

Section 2.5 Consideration.

(a) The consideration for the Purchased Assets (the "Purchase Price") consists of: (a) cash in the amount of $4,650,000, subject to adjustment set forth in Section 2.5(e), at Closing (the "Closing Payment"); (b) the Royalty Payments; and (c) the assumption of the Assumed Liabilities.

(b) Purchaser shall make the following post-Closing payments to Seller (the "Royalty Payments"):

(i) If the Purchaser (or any of its Affiliates, successors or assigns) is awarded a contract from HHS/OS/ASPR/AMCG under the Solicitation 19-100-SOL-00011 (the "BARDA Bid"), then the Purchaser shall pay to the Seller a royalty equal to twelve and a half percent (12.5%) of the total amounts actually received by the Purchaser (or any of its Affiliates, successors or assigns) in cash in 2019, 2020 and 2021 under the Stockpiling Awards (the "Stockpiling Royalty"). "Stockpiling Awards" shall include any Contract Line Item Number (CLIN) that is awarded in 2019, 2020, and 2021 pursuant to the BARDA Bid, that relates to the stockpiling of plazomicin, including CLIN0002,

CLIN0008, CLIN0009, and CLIN0010. The Purchaser shall pay the Stockpiling Royalty to the Seller no later than thirty (30) days following receipt of payment from HHS/OS/ASPR/AMCG. For clarity, no Stockpiling Royalty shall be paid on any cash received by the Purchaser or its Affiliates, successors or assigns after 2021, regardless of when the Stockpiling Awards are granted.

(ii) For each calendar year (or portion thereof) during the Milestone Period, ten percent (10%) of the amount that the Net Sales of the Product exceed $40,000,000 (pro-rated for any partial calendar year) in such calendar year (or portion thereof) (the "Net Sales Royalty"); provided, however, that the minimum amount of the Net Sales Royalty payable by the Purchaser under this Section 2.5(b)(ii): (A) for 2020 shall be at least $150,000, (B) for 2021 shall be at least $200,000, (C) for 2022 shall be at least $250,000 and (D) for each of 2023 through (and including) 2029 shall be at least $300,000. Such Royalty Payment, if payable for a calendar year (or portion thereof), shall be paid to the Seller within sixty (60) days following the end of such calendar year (or end of the Milestone Period, if applicable). Except for the minimum payments set forth in the proviso above for the years 2020 through (and including) 2029, if the aggregate Net Sales for the Approved Product are less than $40,000,000 (pro-rated for any partial calendar year) in any calendar year (or portion thereof) during the Milestone Period, then no Royalty Payments shall be due under this Section 2.5(b)(ii) for such calendar year.

(c) The Purchaser shall maintain adequate books and records of accounting that enable the calculation of all Royalties Payments hereunder to be verified by a Qualified Accounting Firm in accordance with this Section 2.5(c). The Purchaser shall retain the books and records for at least five (5) years following each calendar year in which such Royalty Payments are earned. After the end of each calendar year during the Milestone Period and the end of the Milestone Period, unless waived by the Seller, the Purchaser shall cause a Qualified Accounting Firm to review its books and records and furnish a report to the Seller that certifies the amount of Royalty Payments that were due and payable for such preceding calendar year (or portion thereof) (the "Royalties Report"). The determination of such Qualified Accounting Firm in the Royalties Report shall be final and binding on the Seller and the Purchaser for all purposes under this Agreement. If the Royalties Report identifies any underpayment or overpayment of Royalty Payments by the Purchaser during the preceding year, then the Purchaser shall pay the Seller the amount of such underpayment, or the Seller shall pay the Purchaser the amount of such overpayment, as applicable, within thirty (30) days after such Royalties Report is delivered to both parties. Any amount not paid within such thirty (30) day period shall incur interest at the Applicable Rate; provided, that the Purchaser may also, at its option, set off any payments owed by the Seller against future Royalty Payments payable to the Seller, at which time the payments shall stop accruing interest. The fees and expenses of the Qualified Accounting Firm in connection with the Royalties Report shall be paid by the Purchaser, but it may deduct one-half of such fees and expenses from future Royalty Payments payable to the Seller (if any).

(d) The Purchaser shall pay all amounts due pursuant to clauses (b) and (c) of this Section 2.5 in United States Dollars, in each case, by wire transfer of immediately available funds to the bank account(s) the Seller designates in writing from time to time. Any payment under Section 2.5(b) that is more sixty (60) days past due shall thereafter, to the extent permitted by applicable Law, be subject to interest at an annual percentage rate of the lesser of (i) five percent (5%), or (ii) the maximum rate permitted by Law, calculated on a three hundred and sixty (360) day basis (the "Applicable Rate").

(e) Notwithstanding anything to the contrary contained herein, if the aggregate Cure Amount for the Target Executory Contracts (after giving effect to any adjustments determined by the Bankruptcy Court or by mutual agreement with the contract counterparty to such Assumed Contracts) is greater than $1,300,000 (as adjusted in accordance with clauses (i) and (ii) of this Section 2.5(e), the "Target Cure Amount"), then the Closing Payment shall be reduced, on a dollar-for-dollar basis, to the extent such Cure Amount exceeds the Target Cure Amount. The Target Cure Amount shall be adjusted as follows:

(i) if any Contract that was on the Contract & Cure Schedule as of the date of this Agreement ceases to be an Assumed Contract as of Closing for any reason (a "Removed Contract"), then the Target Cure Amount shall be reduced by the applicable Cure Amount with respect to such Removed Contract; and

(ii) to the extent that any portion of a Cure Amount of any Specified Contract (after giving effect to any adjustments determined by the Bankruptcy Court or by mutual agreement with the contract counterparty to such Assumed Contracts) represents a prepayment of any amount due after the Petition Date or a payment in respect of goods or services to be provided under such Specified Contract after the Petition Date that inures to the benefit of the Purchaser, as reasonably documented by such contract counterparty, then the Target Cure Amount shall be increased by the amount such payment or value of such goods or services.

(f) All references to "Seller" in this Section 2.5 shall be deemed to include any trustee, administrator, receiver, receiver-manager, interim receiver or monitor or similar officer or entity appointed in any respect of the Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to the Seller pursuant to a confirmed Chapter 11 plan or otherwise.

Section 2.6 Deposit. The parties acknowledge that the Purchaser previously delivered a good faith cash deposit to the Seller (the "Deposit"), in advance of the Auction, equal to $700,000 by wire transfer to US Bank, National Association as master escrow agent. The parties also acknowledge that the Purchaser delivered an additional $350,000 in advance of the Auction which is subject to the Purchaser's obligations with respect to the Bidding Procedures in connection with the China License Agreement, as back-up bidder thereunder.

Section 2.7 Allocation of Purchase Price.

(a) Within sixty (60) days after the Closing Date, the Purchaser shall deliver to the Seller, or any trustee appointed under the terms set forth in any bankruptcy plan confirmed by the Seller (as applicable), an allocation statement (the "Allocation Statement"), setting forth its calculation of the allocation of the sum of the Purchase Price and the Assumed Liabilities, as adjusted for payments made pursuant to ARTICLE 9, among the Purchased Assets, in accordance with and solely for the purposes of section 1060 of the Code and any comparable provisions of state or local Law (the "Allocation"). The Seller will review the Allocation Statement and the Allocation, and, to the extent the Seller disagrees with the content of the Allocation Statement, the Seller will inform the Purchaser of such disagreement within thirty (30) days after receipt of the Allocation Statement. The Seller and the Purchaser will attempt in good faith to resolve any such disagreement. If the Seller and the Purchaser are unable to reach a good faith agreement on the content of the Allocation Statement within ninety (90) days of the Closing Date, the Seller and the Purchaser will each use its own allocation statement. For purposes of this Section 2.7, all actions of the Seller may be the obligations or rights of a liquidating trustee of the Seller's estate.

(b) If the Purchaser and the Seller agree on the Allocation Statement, the Purchaser and the Seller will report the Allocation of the Purchase Price in a manner consistent with the Allocation Statement and will act in accordance with the Allocation Statement in the preparation and filing of all Tax Returns and for all other Tax, financial accounting or other purposes, in any litigation, or otherwise, except as required by applicable Law.

(c) The Purchaser and the Seller will promptly inform one another of any challenge by any Governmental Authority to the Allocation made pursuant to this Section 2.7 and agree to consult with and keep each other informed with respect to the status of, and any discussion, proposal or submission with respect to, such challenge.

Section 2.8 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Hogan Lovells US LLP, 4085 Campbell Avenue, Suite 100, Menlo Park, California 94025, subject to the satisfaction or waiver of the conditions set forth in Section 6.1 and Section 6.2 hereto, no later than June 28, 2019 (or such other date set forth in the Bidding Procedures Order), starting at 10:00 a.m., prevailing Pacific time, if not conducted electronically at the option of the parties hereto. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date." All actions to be taken and all documents to be executed and delivered by the parties hereto at the Closing shall be deemed to have been taken and executed simultaneously, and no action shall be deemed taken nor any document executed and delivered until all have been taken, executed and delivered.

Section 2.9 Closing Deliveries.

(a) At the Closing, the **Seller** will deliver or cause to be delivered to the Purchaser:

(i) a bill of sale in the form of Exhibit A (the "Bill of Sale") executed by the Seller;

(ii) an assignment and assumption agreement in the form of Exhibit B (the "Assignment and Assumption Agreement") executed by the Seller;

(iii) a certificate, dated as of the Closing Date, executed by the Seller confirming the satisfaction of the conditions specified in Sections 6.1(a) and 6.1(b);

(iv) an Intellectual Property assignment agreement in the form of Exhibit C (the "Intellectual Property Assignment") executed by the Seller; and

(v) such other instruments of sale, transfer, conveyance and assignment as the Purchaser reasonably requests for the purpose of consummating the transactions contemplated by this Agreement (which shall not prejudice the rights of the Seller or subject the Seller to any additional Liabilities).

(b) At the Closing, the Purchaser will deliver or cause to be delivered to the Seller or for the Seller's benefit:

(i) the Closing Payment by wire transfer of immediately available funds to an account designated by the Seller prior to the Closing, less the amount of the Deposit and any interest thereon at the rate specified, if any, in the master escrow agreement with US Bank, National Association (the "Escrow Agreement");

(ii) the Assignment and Assumption Agreement executed by the Purchaser;

(iii) evidence of the ability to satisfy the Assumed Liabilities (other than those to be satisfied in cash on the Closing Date) to the extent necessary to satisfy the Bankruptcy Code, or as required by order of the Bankruptcy Court;

(iv) the Bill of Sale executed by the Purchaser;

(v) a certificate, dated as of the Closing Date, executed by the Purchaser confirming the satisfaction of the conditions specified in Sections 6.2(a) and 6.2(b); and

(vi) the Intellectual Property Assignment executed by the Purchaser; and

(vii) such other instruments of assumption as the Seller reasonably requests for the purpose of consummating the transactions contemplated by this Agreement (which shall not prejudice the rights of the Purchaser or subject the Purchaser to any Liabilities beyond the Assumed Liabilities).

Section 2.10 Payment of Cure Amounts. Without limiting the Purchase Price adjustment set forth in Section 2.5(e), the Purchaser shall pay any and all Cure Amounts with respect to the Assumed Contracts, in cash on the Assumption Effective Date in the amount specified on the Contract & Cure Schedule as of the Closing Date (or as otherwise determined by the Bankruptcy Court or by mutual agreement with the contract counterparty to such Assumed Contracts) or in such other manner as agreed by the Purchaser and the counterparty to an Assumed Contract.

Section 2.11 Consents. Notwithstanding any other provision of this Agreement, this Agreement does not effect an assignment of any Assumed Contract to the extent that such Assumed Contract is not assignable under the Bankruptcy Code without the consent of the other party or parties thereto, and the consent of such other party has not been given or received, as applicable, as of the Closing. As to any Purchased Asset, including any Assumed Contract and Governmental Authorization, the Seller will use commercially reasonable efforts to obtain as promptly as practicable prior to the Closing (and, prior to the entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing the Chapter 11 Case, and subject to the availability of funds for such purpose, use commercially reasonable efforts to continue seeking after the Closing, if consent is not obtained prior to the Closing), the consent of the other parties to transfer such Purchased Asset to the Purchaser or, if required, novation thereof to the Purchaser or, alternatively, written confirmation from such parties reasonably satisfactory to the Seller and the Purchaser that such consent is not required. In no event, however, will the Seller be obligated to pay any money to any Person or to offer or grant financial or other accommodations to any Person in connection with obtaining any consent, waiver, confirmation, novation or approval with respect to any such Assumed Contract. If any required consent, waiver, confirmation, novation or approval is not obtained with respect to any such Purchased Asset prior to the Closing, then to the extent permitted by applicable Law, the Seller and the Purchaser will cooperate to establish an agency type or other similar arrangement reasonably satisfactory to the Seller and the Purchaser under which the Purchaser would obtain (including by means of subcontracting, sublicensing or subleasing arrangement), to the extent practicable, all rights, and assume the corresponding Assumed Liabilities thereunder for the period of time that the Purchaser shall receive such rights, or under which the Seller would enforce, for the benefit of the Purchaser, with the Purchaser assuming and agreeing to pay the Seller's Liabilities and expenses (other than Excluded Liabilities) for the period of time that the Purchaser shall receive such benefits, any and all rights of the Seller against a Third Party to any such Purchased Asset. In such event: (a) the Seller will promptly pay to the Purchaser when received all moneys relating to the period on or after the Closing Date received by it under any Purchased Asset not transferred pursuant to this Section 2.11; and (b) for the period of time set forth in clause (a) the Purchaser will promptly pay, perform or discharge when due any Assumed Liabilities arising thereunder after the Closing Date but not transferred to the Purchaser pursuant to this Section 2.11. The failure by the Purchaser or the Seller to obtain any required consent, waiver, confirmation, novation or approval with respect to any Assumed Contract will not relieve any party from its obligation to consummate at the Closing the transactions contemplated by this Agreement. Without limiting the Purchase Price adjustment set forth in Section 2.5(e), the Purchaser acknowledges that no adjustment to the Purchase Price will be made for any

Purchased Assets that are not assigned and that the Purchaser will have no claim against the Seller after the Closing in respect of any such unassigned Purchased Assets.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser as follows, except as (i) disclosed in the Seller SEC Documents available prior to the date hereof or (ii) set forth on the disclosure schedule delivered by the Seller to the Purchaser concurrently with the execution and delivery of this Agreement and dated as of the date of this Agreement (the "Seller Disclosure Schedule"):

Section 3.1 Organization. The Seller is a corporation duly organized and validly existing and in good standing under the Laws of the State of Delaware. Except as a result of the filing of the Petition, the Seller has all requisite power and authority to conduct the Plazomicin Business as presently conducted. The Seller is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not reasonably be expected to have, a Material Adverse Effect. The Seller has heretofore delivered to the Purchaser true and complete copies of the certificate of incorporation, bylaws or other material governing documents of the Seller and its Subsidiaries as currently in effect. The Seller does not have any Subsidiaries other than Achaogen UK Ltd. and Achaogen Ireland Limited.

Section 3.2 Authority and Enforceability. Subject only to the entry of the Bidding Procedures Order and the Sale Order, the Seller has all requisite corporate power, authority and capacity to execute and deliver this Agreement and the other agreements contemplated hereunder and to perform its obligations under this Agreement and such other agreements. Subject only to the entry of the Bidding Procedures Order and the Sale Order, the execution, delivery and performance of this Agreement and the other agreements contemplated hereunder and the consummation of the transactions contemplated by this Agreement and such other agreements by the Seller have been duly authorized by all necessary action on the part of the Seller. The Seller has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Purchaser and subject to the entry of the Sale Order, this Agreement constitutes the valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

Section 3.3 No Conflict. Subject only to the entry of the Bidding Procedures Order and the Sale Order, neither the execution, delivery and performance of this Agreement by the Seller, nor the consummation by the Seller of the transactions contemplated by this Agreement, will: (a) conflict with or violate the organizational documents of Seller or any of its Subsidiaries; (b) result in a breach or default under, or create in any Person the right to terminate, cancel, accelerate or modify, or require any notice, consent, approval, or waiver under, any material Contract to which the Seller or its Subsidiaries are a party or to which the Purchased Assets are bound in any case with or without notice or lapse of time or both (other than needed consents for transfer of licenses to Company Used Intellectual Property); (c) violate any Law or Judgment applicable to the Seller or its Subsidiaries, the Plazomicin Business or the Purchased Assets; (d)

result in the imposition of any Lien or other encumbrance on any of the assets of the Seller; or (e) require the Seller to obtain any Governmental Authorization or otherwise require any consent, approval or notice to any Governmental Authority.

Section 3.4 Title to Assets; Liens. Except as set forth on Schedule 3.4 of the Seller Disclosure Schedule, as of the date of this Agreement, the Seller has good and marketable title to the Purchased Assets, and subject to the entry of the Sale Order, at Closing, the Purchaser will be vested with good and marketable title to all of the Purchased Assets, which Purchased Assets shall be conveyed free and clear of any Liens or Claims (other than the China License Rights) by order of the Bankruptcy Court. Other than certain MAAs made by the Subsidiaries, no Subsidiary of the Seller owns or has any interest in the Purchased Assets.

Section 3.5 Claims, Litigation and Disputes. Except as set forth on Schedule 3.5 of the Seller Disclosure Schedule, there are currently no pending or, to the Knowledge of the Seller, threatened in writing, lawsuits, administrative or regulatory proceedings, actions, orders, arbitration or reviews, or formal complaints or investigations or inquiries, including grand jury subpoenas by any Person, concerning or against the Seller or any of its Subsidiaries, or to which the Plazomicin Business or any of the Purchased Assets may be subject.

Section 3.6 Compliance With Laws; Governmental Authorizations. Each of the Seller and its Subsidiaries are in compliance with all Laws, Orders, ordinances, decrees, rules or regulations of any Governmental Authority applicable to the Plazomicin Business or the Purchased Assets, except such noncompliance which has not had, and would not reasonably be expected to have, a Material Adverse Effect. Schedule 3.6 of the Seller Disclosure Schedule sets forth all material Governmental Authorizations held by the Seller. The Seller has in effect the Governmental Authorizations necessary to conduct the Plazomicin Business in all material respects as it is currently being conducted in accordance with the Laws of any Governmental Authority having jurisdiction over its properties or activities, except for any such failure to obtain a Governmental Authorization that has not had, and would not reasonably be expected to have, a Material Adverse Effect (it being understood that it shall be the sole and exclusive obligation of the Purchaser to obtain any Governmental Authorizations necessary for future operations, provided that the Seller shall provide reasonable assistance regarding the transfer of any Governmental Authorizations held by the Seller in accordance with Section 5.16). The Seller has not received any written notice from a Governmental Authority of any proceeding, inquiry, investigation, violation or alleged violation of any Laws or Orders related to the Plazomicin Business or the Purchased Assets or of any pending or threatened withdrawal, suspension or termination of a Governmental Authorization. All material fees and charges due and payable with respect to the Governmental Authorizations held by the Seller have been made in full.

Section 3.7 Environmental Matters. To the Seller's Knowledge, the operation of the Business by the Seller is being conducted in material compliance with all applicable Environmental Laws and under all environmental, health and safety Governmental Authorizations and other authorizations required under all applicable Environmental Laws to operate the Business as it is currently being operated. All such Governmental Authorizations or

other authorizations are in full force and effect. No material penalty has been assessed and no investigation or review is pending or, to the Knowledge of the Seller, threatened in writing by any Governmental Authority with respect to any alleged failure by the Seller to comply with any applicable Environmental Law or to have any material environmental, health or safety Governmental Authorization or other authorization required under any applicable Environmental Law in connection with the operation of the Business. To the Seller's Knowledge, there are no past or present facts, circumstances or conditions, including the Release of any Materials of Environmental Concern that could reasonably be expected to result in a material claim under applicable Environmental Laws against the Seller.

Section 3.8 Contracts. The Seller has made available to the Purchaser, true and complete copies of, and Schedule 3.8 of the Seller Disclosure Schedule sets forth a true and complete list of, all Contracts material to the operation of the Plazomicin Business. The Seller has not, and, to the Seller's Knowledge, no other party to any Assumed Contract has, commenced any action against any of the parties to any Assumed Contract or given or received any written notice of any material default or violation under any Assumed Contract that has not been withdrawn or dismissed except to the extent such default or violation will be cured as a result of the payment of the applicable Cure Amount. Assuming payment of the Cure Amounts, to the Seller's Knowledge, each Assumed Contract is, or will be upon the Closing, valid, binding on all parties thereto and in full force and effect in accordance with its terms. To the Seller's Knowledge, there are no material disputes between the Seller and any other party to or otherwise in connection with any Assumed Contract, other than in connection with the payment of the Cure Amount. To the Seller's Knowledge, the Seller has not received any written notice that any other party to an Assumed Contract intends to cancel or terminate such Contract or has committed or failed to perform any act which, with or without notice, lapse of time or both would constitute, in any material respect, a breach of or default under any of the Assumed Contracts. The Subsidiaries are not parties to the Assumed Contracts.

Section 3.9 Intellectual Property.

(a) Schedule 3.9(a) of the Seller Disclosure Schedule sets forth a true and complete list of all of the Company Owned Intellectual Property, Company Used Intellectual Property and IP Agreements, including a true and complete list of all United States, foreign, international and state: (i) Patents and Patent applications, including serial numbers for each filed application and Patent numbers for each issued Patent, included in the foregoing; (ii) Trademark registrations, applications and material unregistered Trademarks, included in the foregoing; (iii) domain names, included in the foregoing; and (iv) Copyright registrations, applications and material unregistered Copyrights, included in the foregoing. The Seller has provided to the Purchaser true and complete copies of all IP Agreements that are included in the Acquired Intellectual Property, together with all amendments and material written notices relating to the foregoing. Each IP Agreement included in the Company Owned Intellectual Property, Company Used Intellectual Property and Acquired Intellectual Property is valid and binding on the Seller and, to Seller's Knowledge, the other parties thereto in accordance with its terms and is in full force and effect. Neither the Seller nor, to Seller's Knowledge, any other party thereto is in

breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any IP Agreement included in the Acquired Intellectual Property. Other than certain MAAs made by the Subsidiaries, no Subsidiary of the Seller owns or has any interest in the Acquired Intellectual Property or any other Intellectual Property relating to the Plazomicin Business. The granting of the China License Rights under the China License Agreement, as contemplated under the terms of the Auction, will not require the Purchaser to make any payments, including any milestone, royalty or sublicense revenue payments, on or after Closing, under the Ionis License Agreement.

(b) Except for United Stated federal research grants and customary funding arrangements with Governmental Authorities, no funding, facility or personnel of any Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, the Product or any Company Owned Intellectual Property or Company Used Intellectual Property.

(c) Except as set forth in Schedule 3.9(c) in the Seller Disclosure Schedule, the Seller solely and exclusively owns all Company Owned Intellectual Property and is properly licensed under or has the valid and enforceable right to use all Company Used Intellectual Property, free and clear of all Liens and Claims, and none of such rights will be affected by the consummation of the transactions contemplated by this Agreement (subject to any necessary consents for the transfer of any Company Used Intellectual Property). The Seller is neither party to or bound by any Contract that impairs its ability to use, sell, transfer, assign, license or convey any of the Company Owned Intellectual Property. There are no inquiries, investigations, Claims, opposition, interference, or cancellation proceedings challenging or contesting any of the Company Owned Intellectual Property, or to the Seller's Knowledge, the Company Used Intellectual Property, and the Seller has not received written notice from any Third Party: (i) alleging infringement by the Seller of Intellectual Property rights of any Person; or (ii) challenging or threatening to challenge the Seller's right, title, or interest with respect to its ownership, use of, or continued use or right to preclude others from using any Acquired Intellectual Property as currently used, or the validity, enforceability or registrability of any such Intellectual Property. To the Seller's Knowledge, the Seller has not infringed, misappropriated or otherwise violated any Intellectual Property of any Person, and neither the conduct of the Plazomicin Business nor the Acquired Intellectual Property (or any use thereof) infringes, misappropriates or otherwise violates the rights of any Person including any Intellectual Property owned or purported to be owned by any Third Party.

(d) To Seller's Knowledge, no Third Party is purporting to or infringing, misappropriating, diluting, or otherwise violating any Acquired Intellectual Property. The Seller has not brought or threatened in writing a Claim against any Person: (i) alleging infringement, misappropriation or other violation of Acquired Intellectual Property; or (ii) challenging any Person's ownership or use of, or the validity, enforceability or registrability of any Acquired Intellectual Property. The Seller has not licensed or transferred ownership of, or, except in the ordinary course of business and as would not adversely affect such Intellectual Property, granted or authorized the retention of any license or right under or with respect to, or authorized the

retention of any right with respect to ownership of, any Acquired Intellectual Property. No Third Party has brought or threatened in writing a Claim against the Seller: (i) challenging any Person's ownership or use of, or the validity, enforceability or registrability of any Acquired Intellectual Property; or (ii) alleging infringement of any Third Party's Intellectual Property relating to Exploitation of the Product and/or the Plazomicin Business by the Seller. The Seller is not aware of any Third Party Intellectual Property that would be infringed by operation of the Plazomicin Business, including Exploitation of the Product.

(e) Except for commercially available Intellectual Property, including commercially available software and other Intellectual Property licensed to the Seller under so-called "shrink-wrap" licenses (collectively, "Commercially Available IP"), the Company Owned Intellectual Property and the Company Used Intellectual Property is the only Intellectual Property used by Seller in or necessary for the operation of the Plazomicin Business by the Seller, including all licenses relating to aminoglycocide necessary for the Exploitation of the Product. The Company Owned Intellectual Property and, to the Seller's Knowledge, the Company Used Intellectual Property: (i) has been duly maintained, including the payment of all required fees, and all necessary documents, recordations and certificates have been filed with the relevant governmental entity for the purposes of prosecuting, perfecting and maintaining and such Intellectual Property; (ii) to the Knowledge of the Seller, is subsisting, in full force and effect and there are no orders, materials, information, facts or circumstances that would render any such Intellectual Property invalid, cancelled, abandoned or unenforceable or that would materially affect any pending application or renewal for any such Intellectual Property; (iii) has not been cancelled, expired or abandoned or adjudged invalid or unenforceable; and (iv) to the Knowledge of the Seller, is valid and enforceable (except for pending Patent applications in various jurisdictions, which by their nature as applications are not yet enforceable). To the Seller's Knowledge and based on reasonable search and inquiry, no Intellectual Property owned or Controlled by a Third Party prevents the Seller from operation of the Plazomicin Business, including the Exploitation of the Product.

(f) The Seller has taken commercially reasonable measures to protect its rights, title and interests in and to all Company Owned Intellectual Property and Company Used Intellectual Property, and to maintain, protect, and preserve the security, confidentiality, value and ownership of all material non-public Company Owned Intellectual Property and Company Used Intellectual Property relating to the Plazomicin Business, including by implementing commercially reasonable security measures and requiring any Person to whom the Seller provides access to such non-public Company Owned Intellectual Property to execute and deliver to the Seller a valid and enforceable (except as enforceability may be limited by: (i) Laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) Laws governing specific performance, injunctive relief and other equitable remedies) confidentiality agreement in customary form.

(g) All current and, to Seller's Knowledge, former directors, officers, and employees of Seller who are or were involved in, or who have participated in or contributed to, the conception, development, creation, reduction to practice, improvement to or modification of

the Product or Acquired Intellectual Property or any other Intellectual Property used by Seller or held for use in the Plazomicin Business have executed and delivered to the Seller a written agreement that (i) includes customary confidentiality terms and (ii) assigns to the Seller any Intellectual Property rights conceived, developed, created, or reduced to practice by such director, officer or employee in the course of services performed for the Seller by such director, officer or employee. No current or, to Seller's Knowledge, former director, officer or employee of Seller retains any Intellectual Property rights to the Acquired Intellectual Property.

(h) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, Purchaser's right to own, use or hold for use any Acquired Intellectual Property as owned, used or held for use in the conduct of the Plazomicin Business as currently conducted.

Section 3.10 Taxes. Except as set forth in Schedule 3.10 in the Seller Disclosure Schedule, (a) the Seller has filed or has caused to be filed on a timely basis all Tax Returns that are or were required to be filed with respect to the Purchased Assets; (b) all such Tax Returns accurately reflect all Taxes and other Liabilities required to be reflected thereon; (c) all Taxes due and payable by the Seller with respect to the Purchased Assets, whether or not shown on a Tax Return, have been paid in full, other than those Taxes which have been stayed by the filing of the Petition; (d) the Seller has not requested or consented to extend to a date later than the Closing Date the time in which any Tax may be assessed or collected by any Governmental Authority with respect to the Purchased Assets; (e) no deficiency or proposed adjustment which has not been settled or otherwise resolved for any amount of Tax has been proposed, asserted or assessed by any Governmental Authority against the Seller with respect to the Purchased Assets and there is no action, suit, taxing authority proceeding or audit now in progress, pending or, to the Knowledge of the Seller, threatened in writing against or relating to the Seller with respect thereto; (f) there are no pending audits by any taxing authority in connection with the Purchased Assets; (g) the Seller is not a party to, or bound by, any Tax indemnity, Tax-sharing, or Tax allocation agreement that relates to the Purchased Assets (other than as set forth in this Agreement); and (h) there are no Liens for Taxes (other than for current Taxes not yet due and payable or Liens for Taxes filed as a result of the Chapter 11 Case) upon the Purchased Assets.

Section 3.11 Real Property. Schedule 3.11 of the Seller Disclosure Schedule sets forth a true and complete list of all material leased real property of the Seller (the "Leased Real Property"), and the Seller has provided to the Purchaser true and complete copies of the leases related thereto. The Seller has a valid leasehold interest in the Leased Real Property, and the leases granting such interests are in full force and effect in all material respects. Except as set forth on Schedule 3.11 of the Seller Disclosure Schedule, none of the Leased Real Property is subject to any sublease or grant to any Third Party of any right to the use, occupancy or enjoyment of the Leased Real Property that would materially impair the use of the Leased Real Property in the operation of the Business. The Seller has not received written notice of any pending or threatened condemnations relating to the Leased Real Property. The Seller does not own any real property.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller as follows:

Section 4.1 Organization and Good Standing. The Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to conduct its business as it is presently conducted.

Section 4.2 Authority and Enforceability. The Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser. The Purchaser has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Seller and subject to the entry of the Sale Order, this Agreement constitutes the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to: (a) Laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b) Laws governing specific performance, injunctive relief and other equitable remedies.

Section 4.3 No Conflict. Neither the Purchaser's execution, delivery and performance of this Agreement, nor the consummation by the Purchaser of the transactions contemplated by this Agreement, will: (a) conflict with or violate the Purchaser's organizational documents; (b) result in a breach or default under or create in any Person the right terminate, cancel, accelerate or modify, or require any notice, consent or waiver under, any material Contract to which the Purchaser is a party or by which the Purchaser is bound, in any case with or without due notice or lapse of time or both; (c) result in the imposition of any Lien or other encumbrance on any of the assets of the Purchaser; (d) violate any Law or Judgment applicable to the Purchaser; or (e) require the Purchaser to obtain any Governmental Authorization or make any filing with any Governmental Authority, subject only to the entry of the Sale Order.

Section 4.4 Legal Proceedings. There is no Proceeding pending or, to the Purchaser's knowledge, threatened against the Purchaser that questions or challenges the validity of this Agreement or that may prevent, delay, make illegal or otherwise interfere with the ability of the Purchaser to consummate any of the transactions contemplated by this Agreement.

Section 4.5 Availability of Funds. The Purchaser has immediately available cash in an amount sufficient to allow the Purchaser to perform all of its obligations under this Agreement.

Section 4.6 No Knowledge of Breach or Inaccuracy. To the Purchaser's knowledge, as of the date of this Agreement, there is no breach of, or inaccuracy in, or any fact, event, breach, condition or occurrence that may constitute a breach of, or inaccuracy in, any representation or warranty made by the Seller in this Agreement.

Section 4.7 Independent Investigation. The Purchaser has conducted its own independent investigation, review and analysis of the Plazomicin Business and the Purchased Assets as it has deemed appropriate, which investigation, review and analysis was done by the Purchaser and its representatives. In entering into this Agreement, the Purchaser acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any factual representations or opinions of the Seller or its representatives (except the representations and warranties set forth in ARTICLE 3, including the related portions of the Disclosure Letter). The Purchaser acknowledges and agrees that: (a) other than the representations and warranties set forth in ARTICLE 3, none of the Seller, any of its Affiliates, or any of their respective officers, directors, employees, agents, representatives or stockholders make or have made any representation or warranty, express or implied, at law or in equity, as to any matter whatsoever relating to the Business, the Plazomicin Business, the Purchased Assets, the Assumed Liabilities or any other matter relating to the transactions contemplated by this Agreement, and the Purchaser is purchasing the Purchased Assets from the Seller "as is" and "where is"; and (b) none of the Seller, any of its Affiliates, or any of their respective officers, directors, employees, agents, representatives or stockholders will have or will be subject to any Liability or indemnification obligation to the Purchaser or any other Person resulting from the distribution to the Purchaser or its Affiliates or representatives of, or the Purchaser's use of, any information relating to the Business, the Plazomicin Business, or any other matter relating to the transactions contemplated by this Agreement, including any descriptive memoranda, summary business descriptions or any information, documents or material made available to the Purchaser or its Affiliates or representatives, whether orally or in writing.

ARTICLE 5
COVENANTS

Section 5.1 Access and Investigation. Until the Closing, subject to existing confidentiality agreements and upon reasonable advance notice from the Purchaser, the Seller will allow the Purchaser and its representatives reasonable access during normal business hours and without unreasonable interference with the operation of the Plazomicin Business to: (a) such materials and information about the Plazomicin Business as the Purchaser may reasonably request; (b) specified members of management of the Plazomicin Business as the Purchaser may reasonably request, and (c) any premises used by the Seller in connection with the Plazomicin Business.

Section 5.2 Operation of the Plazomicin Business.

(a) Until the Closing, except: (i) as required by Law, including in connection with the Chapter 11 Case (it being understood that no provision of this Section 5.2 will require the Seller to make any payment to any of its creditors with respect to any amount owed to such creditors on the Petition Date or which would otherwise violate the Bankruptcy Code); (ii) as expressly set forth in this Agreement or Section 5.2 of the Seller Disclosure Schedule; or (iii) as otherwise consented to by the Purchaser (which consent will not be unreasonably withheld, conditioned or delayed), the Seller will operate, and will conduct the Plazomicin Business in the ordinary course of business in all material respects and use its commercially reasonable efforts to

(1) preserve intact the Plazomicin Business's relationships with its suppliers, customers and others doing business with it, subject to the limitation that any payments necessary for the forgoing shall be provided for and within the amounts in the Budget approved from time to time; (2) shall continue to maintain all advertising material, all documentation that would constitute acquired Regulatory Documentation and all books and records on a basis consistent with past practice; and shall (3) continue to make all necessary or appropriate filings and payments with and to Governmental Authorities in connection with the Plazomicin Business in a timely manner, and maintain in effect all existing Regulatory Approvals and Authorizations required for the ongoing operation of the Plazomicin Business as presently conducted.

(b) Until the Closing, except: (i) as required by Law, including in connection with the Chapter 11 Case (it being understood that no provision of this Section 5.2 will require the Seller to make any payment to any of its creditors with respect to any amount owed to such creditors on the Petition Date or which would otherwise violate the Bankruptcy Code); (ii) as expressly set forth in this Agreement or Schedule 5.2 of the Seller Disclosure Schedule; (iii) as otherwise consented to by the Purchaser (which consent will not be unreasonably withheld, conditioned or delayed); or (iv) pursuant to any orders approving debtor in possession financing and/or use of cash collateral, or any KEIP/KERP orders or other orders affecting employees, entered by the Bankruptcy Court in the Chapter 11 Case, the Seller will not:

(i) amend or terminate any Assumed Contract or any other material Contract;

(ii) amend the certificate of incorporation, by-laws or other governing documents of the Seller or any Subsidiary;

(iii) waive or release any material right or claim with respect to the Purchased Assets;

(iv) sell, lease, transfer, license or otherwise dispose of, or permit any Lien on any portion of, the Purchased Assets, other than in respect of inventory in the ordinary course of business;

(v) incur or suffer to exist any indebtedness for borrowed money except any such indebtedness that is an Excluded Liability;

(vi) acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or stock of, or by any other manner, any business or entity, make any investment in any Person or enter into any joint venture, partnership or other similar arrangement for the conduct of the Plazomicin Business;

(vii) except as required by applicable Law or an Employee Plan: (A) grant any severance, retention or termination pay to, or enter into or amend any severance, retention, termination, employment, consulting, bonus, change in control or severance agreement with, any employee; (B) increase the compensation or benefits

provided to any employee; (C) grant any incentive awards to, or discretionarily accelerate the vesting or payment of any such awards held by, any employee; (D) establish, adopt, enter into or amend any Employee Plan or Collective Bargaining Agreement; or (E) terminate the employment of any employee other than for cause;

(viii) transfer or dispose of, abandon, lapse, allow to lapse, sell, assign, subject to any Lien, grant any right or license to, any Acquired Intellectual Property, or disclose (except as necessary in the conduct of the Plazomicin Business consistent with past practice) to any Person, other than Purchaser or its representatives, any trade secret, formula, process or know-how that is not a matter of public knowledge prior to such disclosure;

(ix) grant any refunds, credits, rebates or other allowances to any supplier, vendor, customer or distributor related to the Plazomicin Business except in the ordinary course of business;

(x) settle, or offer or propose to settle, any material claim or Action arising out or relating to the Plazomicin Business or relating to the transactions contemplated by this Agreement;

(xi) fail to pay any Tax on or before the date when it becomes due and payable; or

(xii) agree in writing to take any of the foregoing actions.

Section 5.3 Employee Matters. The Purchaser shall have the right, but not the obligation, to offer employment on an at-will basis or otherwise engage any of the Service Providers, at any time on or after the Closing Date, on such terms and conditions established by the Purchaser in its sole discretion. In no event shall the Purchaser be obligated to hire any engage any Service Providers for any period following the Closing. The Purchaser shall have no obligation to continue or assume any Employee Plan of the Seller or to offer any Employee Plan to Service Providers.

Section 5.4 Consents and Filings; Commercially Reasonable Efforts.

(a) Subject to the terms and conditions of this Agreement, each of the parties will use their respective commercially reasonable efforts: (i) to take promptly, or cause to be taken, all actions, and to do promptly, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement; and (ii) as promptly as practicable after the date of this Agreement, to obtain all Governmental Authorizations from, and make all filings with, all Governmental Authorities, and to obtain all other consents, waiver approvals or authorizations of, declarations, filings or registrations with, or notices to all other Third Parties, that are necessary or advisable in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, including the transfer and/or assignment of the

Purchased Assets to Purchaser as contemplated herein, in either case, in form and substance reasonably satisfactory to Purchaser.

(b) Each of the Seller and the Purchaser will promptly notify the other of any communication it or any of its Affiliates receives from any Governmental Authority relating to the transactions contemplated by this Agreement, and will permit the other party to review in advance any proposed communication by such party to any Governmental Authority. Neither the Seller nor the Purchaser will agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry relating to the transactions contemplated by this Agreement unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate at such meeting. Each of the Seller and the Purchaser will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other party may reasonably request in connection with the foregoing. Each of the Seller and the Purchaser will provide each other with copies of all correspondence, filings or communications between them or any of their representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement.

Section 5.5 Supplements to Disclosure Schedules. The Seller may, from time to time up to seven (7) Business Days prior to the Closing (unless a shorter period is approved by the Purchaser), by written notice to the Purchaser, supplement the Seller Disclosure Schedule or add a schedule to the Seller Disclosure Schedule (such added schedule to be deemed a supplement hereunder) in order to disclose any matter which, if occurring prior to the date of this Agreement, would have been required to be set forth or described in the Seller Disclosure Schedule or to correct any inaccuracy or breach in the representations and warranties made by the Seller in this Agreement; provided, that any such supplement shall give Purchaser an unconditional right to terminate this Agreement under Section 7.1(a)(ii) within seven (7) Business Days of the receipt by the Purchaser of any supplement to the Seller Disclosure Schedules. Subject to this Section 5.5, none of such supplements to the Seller Disclosure Schedule will be deemed to cure the representations and warranties to which such matters relate with respect to the satisfaction of the conditions set forth in Section 6.1(a) or otherwise affect any other term or condition contained in this Agreement; provided, however, that, unless the Purchaser delivers a notice of termination with respect to such matter as contemplated by Section 7.1(a)(ii) within seven (7) Business Days of the receipt by the Purchaser of any supplement to the Seller Disclosure Schedule pursuant to this Section 5.5, the Purchaser will be deemed to have waived any and all rights to terminate this Agreement pursuant to Section 7.1(a)(ii) or otherwise arising out of or relating to the contents of such supplement and the resulting breach or breaches of the representations and warranties and the Purchaser will be deemed to have accepted the contents of such supplement for all purposes of this Agreement; and provided, further, that from and after the date the Sale Order has been entered, the Seller will have no Liability pursuant to this Agreement for any matters arising out of or relating to any of the matters disclosed on the Seller Disclosure Schedule, as supplemented or amended by the Seller prior to the date the Sale Order has been entered.

Section 5.6 Confidentiality. Effective upon the Closing Date, all confidentiality agreements between the Seller and the Purchaser concerning the Seller, the Business (including the Plazomicin Business) or the transactions contemplated hereby shall terminate except as set forth in this Section 5.6 (other than with respect to the Excluded Assets and Excluded Liabilities). Following the Closing, the Seller will, and will instruct its directors, officers, Service Providers and advisors to, hold in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all Confidential Information, except to the extent that such Confidential Information: (a) must be disclosed in connection with the obligations of the Seller pursuant to this Agreement; (b) can be shown to have been in the public domain through no fault of the Seller; (c) becomes a matter of public record as a result of the Chapter 11 Case and filings made with the Bankruptcy Court with respect thereto; or (d) was later lawfully acquired by the Seller from sources other than those related to its prior ownership of the Business. Notwithstanding the foregoing, in no event will this Section 5.6 limit or otherwise restrict the right of the Seller to disclose such Confidential Information: (i) to its and its Affiliates' respective directors, officers, Service Providers, agents and advisors to the extent reasonably required to facilitate any delivery or performance of this Agreement; (ii) to any Governmental Authority or arbitrator to the extent reasonably required in connection with any Proceeding relating to the enforcement of this Agreement; or (iii) as otherwise required by applicable Law.

Section 5.7 Public Announcements. Prior to the Closing, neither the Purchaser nor the Seller will issue any press release or make any other public announcement relating to this Agreement or the transactions contemplated hereby without the prior written approval of the other party (which approval will not be unreasonably withheld, conditioned or delayed), unless required by applicable Law or by any listing agreement with any national securities exchange. Prior to issuing any such press release or making any such other public announcement as required by applicable Law or by any listing agreement with any national securities exchange and without the other party's prior written approval, the disclosing party will give the other party a copy of the proposed press release or other public announcement and reasonable opportunity to comment on the same.

Section 5.8 Bulk Transfer Laws. The Seller shall ensure that the Sale Order shall provide either that: (a) the Seller has complied with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement; or (b) compliance with such Laws described in the foregoing clause (a) is not necessary or appropriate under the circumstances.

Section 5.9 Bankruptcy Court Matters.

(a) The Purchaser and the Seller will use their respective good faith and commercially reasonable efforts to cause the Sale Order to become a Final Order as soon as practicable after its entry.

(b) The Seller shall:

(i) cause the Bankruptcy Court to enter the Sale Order by no later than 11:59 p.m. prevailing Eastern time on June 24, 2019; and

(ii) consummate the Closing as promptly as practicable after entry of the Sale Order, but in no event later than 11:59 p.m. prevailing Pacific time on or before June 28, 2019 (the "Outside Date").

(c) The Seller will promptly take such actions as are reasonably requested by the Purchaser to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by the Purchaser of its obligations under this Agreement and all other agreements, instruments, certificates and other documents to be entered into or delivered in connection with the transactions contemplated by this Agreement and demonstrating that the Purchaser is a good faith buyer under section 363(m) of the Bankruptcy Code.

(d) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Seller will promptly notify the Purchaser of such appeal, petition, motion or stay request and the Seller, with input from the Purchaser, will take all reasonable steps to defend against such appeal, petition, motion or stay request. Notwithstanding the foregoing, nothing in this Agreement precludes the parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Purchaser, in its sole discretion, waives in writing the condition set forth in Section 6.1(d) that the Sale Order be a Final Order.

(e) The Seller and the Purchaser shall comply with all of their respective obligations under the Bidding Procedures Order and Sale Order (after the entry of such order by the Bankruptcy Court).

(f) The Seller shall comply (or obtain an order waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules in connection with obtaining approval of the transactions contemplated by this Agreement. The Seller shall serve on all required Persons, including: (i) all Persons who are known to possess or assert a Claim or Lien against or interest in the Purchased Assets; (ii) all applicable Governmental Authorities; (iii) all other Persons required by any order of the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules; and (iv) using commercially reasonable efforts to serve any other Persons that the Purchaser reasonably may request, any notice of the motions, hearings, or orders necessary to comply with its obligations under this Section 5.9 and to consummate the transactions contemplated hereby.

Section 5.10 Bankruptcy Court Approval. The Purchaser and the Seller acknowledge that, under the Bankruptcy Code, the sale of Purchased Assets is subject to approval of the Bankruptcy Court. The Purchaser and the Seller acknowledge that to obtain such approval, the Seller must demonstrate that it has taken reasonable steps to obtain the highest or best value

possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Purchased Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Purchased Assets to another qualified bidder. The Purchaser acknowledges and agrees that it is not entitled to receive a break-up fee, reimbursement of its expenses or any other "bid protections" of any kind in the event it is not the Successful Bidder.

Section 5.11 Assumption & Rejection of Executory Contracts.

(a) Schedule 5.11(a) (the "Contract & Cure Schedule") sets forth a list of all Executory Contracts that the Purchaser has advised the Seller it wants the Seller to assume and assign to the Purchaser under section 365 of the Bankruptcy Code and in accordance with Section 5.11(b) below. The Cure Amounts in respect of each Executory Contract are also set forth in the Contract & Cure Schedule. Subject to the *Notice of Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases* (as amended or supplemented, the "Assignment Notice"), at any time prior to the Closing, the Purchaser, in its sole and absolute discretion, may amend the Contract & Cure Schedule to add or remove any Executory Contract in accordance with the conditions concerning notice and service to contract counterparties set forth in the Bidding Procedures and Bidding Procedures Order; provided that in the event that the Cure Amount for any Executory Contract on the Contract & Cure Schedule has not been determined as of the Closing Date, the Purchaser at any time following the Closing Date may in its sole and absolute discretion remove such Executory Contract from the Contract & Cure Schedule. Notwithstanding the foregoing, any removal of the Ionis License Agreement from the Contract & Cure Schedule must be made by written notice from the Purchaser to the Seller no later than 4:00 p.m. (prevailing Eastern time) on June 27, 2019.

(b) Unless the Bankruptcy Court otherwise orders, each Executory Contract included on the Contract & Cure Schedule as of the Closing Date will be deemed to have been assigned to the Purchaser and become an Assumed Contract on the date (the "Assumption Effective Date") that is the later of: (i) the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Executory Contract or, subject to Section 5.11(a), to a proposed Cure Amount, and the entry of a Section 365 Order with respect to any such Executory Contract by the Bankruptcy Court.

(c) Except as otherwise specified by the Seller or as set forth in Section 5.11(h), each Executory Contract that is not listed on the Contract & Cure Schedule as of the Closing Date will be rejected by the Seller, subject to approval by the Bankruptcy Court. Except as set forth in Section 5.11(h), each Executory Contract that is not listed on the Contract & Cure Schedule as of the Closing Date, or which is removed from the Contract & Cure Schedule by the Purchaser as set forth in Section 5.11(a), will be deemed to be an Excluded Contract under this Agreement.

(d) The Seller and the Purchaser will comply with the procedures set forth in the Assumption Procedures and the Bidding Procedures Order with respect to the assumption

and assignment or rejection of any Executory Contract pursuant to, and in accordance with, this Section 5.11.

(e) Except as provided in Section 2.5(e), no designation of any Executory Contract for assumption and assignment or rejection in accordance with this Section 5.11, the Bidding Procedures, the Bidding Procedures Order or the Sale Order will give rise to any adjustment to the Purchase Price.

(f) If at any time, prior to the earlier of confirmation of a plan in the Chapter 11 Case or entry or an order dismissing the Chapter 11 Case, it is discovered that a Contract material to the operation of the Plazomicin Business should have been listed on Schedule 3.8 of the Seller Disclosure Schedule, but was not so listed (any such Contract, a "Previously Omitted Contract"), the Seller shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify the Purchaser in writing of such Previously Omitted Contract and provide the Purchaser with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Purchaser shall thereafter deliver written notice to the Seller, no later than five (5) Business Days following such notice of such Previously Omitted Contract from the Seller, if the Purchaser elects to so include such Previously Omitted Contract on the Contract & Cure Schedule.

(g) If the Purchaser includes a Previously Omitted Contract on the Contract & Cure Schedule in accordance with Section 5.11(f), the Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of the Seller's intention to assume and assign to the Purchaser such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties with ten (10) Business Days to object, in writing, to the Seller and the Purchaser to the assumption of its Contract. If such counterparties, the Seller and the Purchaser are unable to reach a consensual resolution with respect to the objection, the Seller will seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Seller and the Purchaser, then such Previously Omitted Contract shall be deemed assumed by the Seller and assigned to the Purchaser pursuant to the Sale Order. Each of the Seller and the Purchaser shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Purchaser to assume the rights and obligations under such Previously Omitted Contract.

(h) Notwithstanding anything contained in this Section 5.11, during the Election Period, the Purchaser will have the right to require that the Seller use its commercially reasonable efforts to assume and assign to the Purchaser or its designee(s) (i) any additional Executory Contracts that it determines, in its reasonable discretion, is material to the operation of the Plazomicin Business but which was not otherwise included on Schedule 3.8 of the Seller Disclosure Schedule or (ii) any Specified Contract that was removed from the Contract & Cure Schedule prior to the Closing ("Additional Contracts") for no additional consideration; provided, that the Purchaser or its designee(s) will pay to the Seller the full Cure Amount for each Additional Contract that it assumes, and during the Election Period the Purchaser shall pay to the

Seller on a current basis any post-petition administrative expense arising under all Additional Contracts, pending the determination whether such Additional Contracts will be assumed and assigned or rejected. Within three (3) Business Days of receipt of written notice from the Purchaser directing the Seller to seek the assumption and assignment of any Additional Contract, the Seller shall promptly file with the Bankruptcy Court a notice of proposed assignment (the "Additional Contracts Notice") which Assignment Notice shall include a Section 365 Order. The Additional Contracts Notice and Section 365 Order shall be in form and substance reasonably acceptable to the Purchaser. The Seller shall file the Additional Contracts Notice and serve it on all Persons entitled to notice thereof, all in accordance with the applicable provisions of the Bankruptcy Code and applicable order(s) of the Bankruptcy Court, including the Bidding Procedures Order and the Sale Order. Upon entry of the Section 365 Order (unless such Section 365 Order shall have been stayed, modified, reversed or amended), such Additional Contracts shall be deemed to be Assumed Contracts for all purposes under this Agreement. The Purchaser shall promptly reimburse the Seller for all reasonable costs and expenses of the Seller incurred in complying with the terms of this Section 5.11. Nothing in this Section 5.11 shall be deemed to require the Seller to remain a debtor in the Chapter 11 Case or maintain its corporate existence for any period of time beyond forty-five (45) days after the Closing Date.

Section 5.12 Back-Up Bidder. If an Auction is conducted, and the Seller does not choose the Purchaser as the Successful Bidder, but instead chooses the Purchaser as the bidder as having submitted the next highest or otherwise best bid at the conclusion of such Auction (the "Back-Up Bidder"), the Purchaser shall be the Back-Up Bidder and its bid shall be the last highest bid of the Purchaser made at the Auction. If the Purchaser is chosen as the Back-Up Bidder, the Purchaser shall be required to keep its bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon by the Purchaser prior to or at the Auction) open and irrevocable until the earlier of: (i) the date of closing on the sale of the Purchased Assets to the Successful Bidder; and (ii) twenty-five (25) Business Days following the date the order approving the sale of the Purchased Assets to the Successful Bidder shall have become a Final Order (such date, the "Back-Up Period"); provided, however, that if the Successful Bidder shall fail to close on its purchase of the Purchased Assets within the period set forth above, the Back-Up Bidder shall be deemed to be the Successful Bidder and the Seller will be authorized, without further order of the Bankruptcy Court, to, and the Back-Up Bidder shall, consummate the transactions contemplated by this Agreement within ten (10) Business Days of becoming the Successful Bidder on the terms and conditions set forth in this Agreement (as the same may be improved upon by the Purchaser prior to or at the Auction).

Section 5.13 Post-Auction Supplement. Following the conclusion of the Auction, the Seller will promptly file with the Bankruptcy Court a supplement (the "Supplement") that will inform the Bankruptcy Court of the results of the Auction. The Supplement will identify, among other things: (i) the Successful Bidder as the proposed purchaser of the Purchased Assets; (ii) the amount and form of consideration to be paid by the Successful Bidder for the Purchased Assets; (iii) the Assumed Liabilities to be assumed by the Successful Bidder; (iv) the Executory Contracts to be assumed by the Seller and assigned to the Successful Bidder, or the Seller's

rights and interests therein to be sold and transferred to the Successful Bidder, as the case may be; and (v) the Executory Contracts designated to be rejected by the Seller (subject to Purchaser's rights under Section 5.11 of this Agreement and the Assignment Notice). The Supplement will also include similar information relating to the Back-Up Bidder and its bid. In addition, the Seller will attach to the Supplement: (a) the proposed or revised proposed Sale Order, with any revisions necessary to reflect the results of the Auction, approving the sale to the Successful Bidder; (b) a copy of this Agreement, with any amendments necessary to reflect the results of the Auction, or a copy of the purchase agreement entered into by the Seller and such other Successful Bidder, following the Auction; and (c) any additional information or documentation relevant to the Successful Bidder. The Seller will file the Supplement on the docket for the Chapter 11 Case as promptly as is reasonably practicable prior to the Sale Hearing, but will not be required to serve the same on any parties-in-interest in the Chapter 11 Case.

Section 5.14 Payments Received. The Seller, on the one hand, and the Purchaser, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using commercially reasonable efforts not to convert such checks into cash) or other property that they may receive on or after the Closing which belongs to the other and will account to the other for all such receipts. Without limiting the generality of the foregoing, the Seller (prior to the entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing the Chapter 11 Case) agrees to cooperate with the Purchaser, at the sole cost of the Purchaser, to inform parties owing payments to the Plazomicin Business after the Closing that constitute Purchased Assets (the "Business Payments") of the accounts of the Purchaser that should receive such Business Payments following the Closing and otherwise reasonably assist the Purchaser to ensure that such Business Payments are made to such accounts. The Seller, on the one hand, and the Purchaser, on the other hand, hereby agrees that any payments mistakenly received by it or its respective Affiliates shall be promptly transferred and delivered back to the other party or its Affiliate, as applicable.

Section 5.15 Cessation of Use of Acquired Intellectual Property. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary: (a) the Seller acknowledges and agrees that, from and after the Closing, the Seller shall not have any right, title or interest in or to any Acquired Intellectual Property; and (b) from and after the Closing, the Seller shall cease and discontinue any and all use or other Exploitation of any and all Acquired Intellectual Property.

Section 5.16 Transfer of Governmental Authorizations and IP Registrations. From and after the date hereof, the Seller, on the one hand (subject to the availability of funds for such purpose), and the Purchaser, on the other hand, shall, and shall cause their respective Affiliates to, reasonably cooperate to transfer to the Purchaser as of the Closing (or as soon as reasonably practicable thereafter) all Company IP Registrations and Governmental Authorizations included in the Purchased Assets, including any that is necessary for the import, manufacture, distribution, marketing and sale by the Purchaser of the products of the Plazomicin Business under applicable

Law (including the related MAAs made by the Seller or the Subsidiaries), in each case, to the extent such Company IP Registrations and Governmental Authorizations are transferable, and to enable the continued maintenance of any Company IP Registrations; provided that: (a) any reasonable, documented out-of-pocket costs associated with such cooperation by the Seller after the Closing (including the *pro rata* portion of the costs of any Service Provider directly providing such cooperation after the Closing, as determined by the amount of time dedicated by such Service Provider to such cooperation as a proportion of all time dedicated by such Service Provider to the Seller) shall be borne by the Purchaser; and (b) nothing in this Section 5.16 shall be deemed to require the Seller to remain a debtor in the Chapter 11 Case or maintain its corporate existence for any period of time beyond forty-five (45) days after the Closing Date; provided that the foregoing shall not be deemed to require the Seller to take any action in violation of the DIP Loan Agreement.

Section 5.17 Further Actions.

(a) The Purchaser shall use its commercially reasonable efforts to enter into a new supply agreement with Hovione substantially upon the terms read into the record by Hovione at the Auction (the "New Hovione Agreement").

(b) Within three (3) Business Days of request by the Seller, the Purchaser shall execute and deliver to the Seller and the China Licensee, an assignment and assumption agreement, in form and substance reasonably satisfactory to the Seller and the Purchaser, pursuant to which the Seller will assign, and the Purchaser will assume, all rights and obligations of the Seller under the China License Agreement.

(c) The Seller shall cooperate with the Purchaser in connection with its submission of the BARDA Bid, including providing any consent, authorization, or documentation reasonably requested by the Purchaser in connection with such submission.

(d) To the extent that any inventory included in the Purchased Assets is held by or in the control of a Third Party, the Seller will use commercially reasonable efforts to deliver, at the cost and direction of the Purchaser, possession or control of such inventory to the Purchaser at or as promptly as is practicable following the Closing (including the delivery of appropriate notices and instructions to such Third Parties, and requests to such Third Parties to provide the Seller and the Purchaser with acknowledgements as to the inventory in such form and substance as the Purchaser may reasonably request).

(e) The Purchaser will negotiate in good faith and use commercially reasonable efforts to finalize the China License Agreement on terms reasonably acceptable to Purchaser as soon as reasonably practicable following the date hereof.

(f) The Seller will cooperate with the Purchaser and use reasonable best efforts to facilitate a call or meeting with Ionis Pharmaceuticals, Inc. as soon as practicable after the date of this Agreement for the purpose of allowing the Purchaser the ability to renegotiate and amend the Ionis License Agreement.

(g) Subject to the other express provisions of this Agreement, upon the request of either party to this Agreement, the other party will execute and deliver such other documents, instruments and agreements as the requesting party may reasonably require for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

Section 5.18 Use of Seller Corporate Names. Notwithstanding anything to the contrary in this Agreement, the Purchaser and any successor or permitted assignee under Section 10.5 shall have a non-exclusive, non-transferable, royalty free, fully paid-up license to use the Seller Corporate Names.

ARTICLE 6
CONDITIONS PRECEDENT TO OBLIGATION TO CLOSE

Section 6.1 Conditions to the Obligation of the Purchaser. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the Purchaser becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the Purchaser, in whole or in part, in its sole and absolute discretion):

(a) Accuracy of Representations and Warranties. The representations and warranties of the Seller in ARTICLE 3 must be true and correct in all respects as of the Closing (other than representations and warranties which by their terms are made as of a specific date, which shall have been true and correct in all respects as of such date), except where the failure of such representations and warranties to be so true and correct (disregarding all materiality qualifiers contained therein for this purpose) has not had, and would not reasonably be expected to have, a Material Adverse Effect;

(b) Performance of Covenants. All of the covenants and obligations that the Seller is required to perform or comply with under this Agreement on or before the Closing Date must have been duly performed and complied with in all material respects;

(c) No Action. There must not be in effect any Law or Judgment that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(d) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to the Purchaser;

(e) No Material Adverse Effect. There shall not have occurred any event or occurrence (regardless of whether such event or occurrence constitutes a breach of any representation, warranty, or covenant of the Seller under this Agreement) after the date of this Agreement which has had, or would reasonably be expected to have, a Material Adverse Effect; and

(f) Transaction Documents. The Seller must have delivered or caused to be delivered each document under Section 2.9(a).

Section 6.2 Conditions to the Obligations of the Seller. The obligation of the Seller to perform any obligations hereunder, including to consummate the transactions contemplated by this Agreement, is subject to the Purchaser becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the Seller, in whole or in part):

(a) Accuracy of Representations and Warranties. The representations and warranties of the Purchaser in ARTICLE 4 must be true and correct in all respects as of the Closing (other than representations and warranties which by their terms are made as of a specific date, which shall have been true and correct in all respects as of such date), except where the failure of such representations and warranties to be so true and correct (disregarding all materiality qualifiers contained therein for this purpose) has not had, and would not reasonably be expected to have, a material adverse effect on the Purchaser's ability to timely complete the transactions contemplated by this Agreement;

(b) Performance of Covenants. All of the covenants and obligations that the Purchaser is required to perform or comply with under this Agreement on or before the Closing Date must have been duly performed and complied with in all material respects;

(c) No Action. There must not be in effect any Law or Judgment that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(d) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to the Seller;

(e) Transaction Documents. The Purchaser must have delivered or caused to be delivered to the Seller each document that Section 2.9(b) requires it to deliver; and

(f) Hovione Release. Hovione must have granted the Hovione Release.

ARTICLE 7
TERMINATION

Section 7.1 Termination Events.

(a) This Agreement may, by written notice given before the Closing (other than in the case of clause (vi) upon which termination shall be automatic), be terminated (other than in the case of clause (vi) upon which termination of this Agreement shall be automatic):

(i) by mutual consent of the Purchaser and the Seller;

(ii) **by the Purchaser** (so long as the Purchaser is not then in material breach of any of its representations, warranties or covenants contained in this Agreement), if (A) there has been a breach of any of the Seller's representations, warranties or covenants contained in this Agreement which would result in the failure of the conditions set forth in Section 6.1(a) or Section 6.1(b), as applicable, to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Seller from the Purchaser or cannot be cured by the Outside Date; (B) in accordance with Section 5.5; or (C) any other condition set forth in Section 6.1 remains unsatisfied by the Outside Date;

(iii) **by the Seller** (so long as the Seller is not then in material breach of any of its representations, warranties or covenants contained in this Agreement), if (A) there has been a breach of any of the Purchaser's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 6.2(a) or Section 6.2(b), as applicable, to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Purchaser from the Seller or cannot be cured by the Outside Date; or (B) any other condition set forth in Section 6.2 remains unsatisfied by the Outside Date;

(iv) **by either the Purchaser or the Seller**, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 7.1(a)(iv) will not be available to any party whose failure to fulfill any covenant or obligation under this Agreement is the cause of or resulted in the action or event described in this Section 7.1(a)(iv) occurring;

(v) **by the Purchaser** if: (A) the Chapter 11 Case is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code; or (B) an examiner with expanded powers or trustee is appointed in the Chapter 11 Case; or

(vi) automatically if the Purchaser amends the Contract & Cure Schedule to remove the Ionis License Agreement.

(b) This Agreement shall terminate automatically in the event that: (i) the Purchaser is not chosen at the Auction to be the Successful Bidder or Back-Up Bidder; or (ii) the Purchaser is chosen at the Auction to be the Back-Up Bidder upon the expiration of the Back-Up Period.

Section 7.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 7.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other party or its Affiliates, except that Section 5.7 (*Public Announcements*), Section 5.12 (*Back-Up Bidder*), ARTICLE 10 (*General Provisions*) (except for Section 10.11 (*Specific Performance*)) and this Section 7.2 shall remain in full force and survive

any termination of this Agreement. Notwithstanding the foregoing, but except as contemplated in Section 7.2(b) below (in which case the forfeiture of the Deposit as liquidated damages shall be the sole and exclusive remedy), in the event this Agreement is terminated by a party because of the knowing and intentional breach of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

(b) Following entry by the Bankruptcy Court of an order authorizing the sale to the Purchaser either as the Successful Bidder or Back-Up Bidder, the Deposit shall be forfeited to the Seller as liquidated damages if either (i) the Purchaser fails to consummate the sale as the result of a breach by the Purchaser of any of its obligations under this Agreement or (ii) this Agreement is terminated pursuant to Section 7.1(a)(vi); provided, that the Seller is not in material breach of its obligations under Section 5.17(f).

(c) Subject to clause ((b)) above, the Seller shall return the Deposit (with interest thereon at the rate specified, if any, in the Escrow Agreement) to the Purchaser within five (5) Business Days (i) following entry by the Bankruptcy Court of an order authorizing the sale of the Purchased Assets to a Person other than the Purchaser who submitted a Qualified Bid, unless the Purchaser shall have been designated as the Back-Up Bidder, in which case clause ((d)) below shall apply, (ii) following termination by Purchaser under Section 7.1, or (iii) following termination by the Seller under Section 7.1(a)(iii) solely as a result of a failure of the condition set forth in Section 6.2(f) to be satisfied, provided that the Purchaser has complied with its obligations under Section 5.17(a).

(d) Subject to clause ((b)) above, in the event the Purchaser shall have been chosen as the Back-Up Bidder, the Purchaser's Deposit shall be returned to the Back-Up Bidder (with interest thereon at the rate specified, if any, in the Escrow Agreement) within five (5) Business Days following the date its bid is no longer required to be open and irrevocable as set forth in Section 5.13. If the Back-Up Bidder is subsequently designated by the Seller as the Successful Bidder as a result of the failure of the Successful Bidder to close on the sale within the time period set forth in Section 5.13, the Back-Up Bidder shall be deemed to be the Successful Bidder and the Seller and the Back-Up Bidder shall close the sale of the Purchased Assets within ten (10) Business Days of the Back-Up Bidder becoming the Successful Bidder. Subject to clause ((b)) above, the Deposit of the Back-Up Bidder shall be held in escrow until such closing and applied (with interest thereon at the rate specified, if any, in the Escrow Agreement) to its obligations at the closing of the sale in accordance with Section 2.6 and Section 2.9(b)(i).

ARTICLE 8
NO SURVIVAL

Section 8.1 No Survival of Representations and Warranties and Certain Covenants. Each of the representations, warranties and covenants (other than covenants that, by their terms,

survive the Closing or termination of this Agreement) in this Agreement or any agreement or certificate to be executed or delivered in connection with the transactions contemplated by this Agreement shall terminate at the Closing or upon termination of this Agreement pursuant to Section 7.1 and, following the Closing or the termination of this Agreement, as the case may be, no party shall make any claim whatsoever for any breach of any such representation, warranty or covenant hereunder, subject to Section 7.2. Nothing in this Section 8.1 shall limit the ability of Purchaser to seek or obtain a return of the Deposit in accordance with this Agreement or the Escrow Agreement.

ARTICLE 9
TAX MATTERS

Section 9.1 Transfer Taxes. The Purchaser will pay in a timely manner all applicable sales**,** use, ad valorem, property, transfer, conveyance, documentary, recording, notarial, value added, excise, registration, stamp, gross receipts and similar Taxes and fees ("Transfer Taxes"), arising out of or in connection with or attributable to the transactions effected pursuant to this Agreement, including expenses and fees relating to registering Acquired Intellectual Property in the name of the Purchaser or its designee, regardless of whether such Transfer Taxes, expenses and fees are imposed by Law on the Purchaser, the Purchased Assets or the Seller. Any Tax Returns that must be filed in connection with any Transfer Taxes will be prepared by the party that customarily has primary responsibility for filing such Tax Returns pursuant to the applicable Law under and according to which the respective Tax Returns are due to be filed; provided, however, that the preparing party will deliver such Tax Returns for the other party's review and approval (not to be unreasonably withheld, conditioned or delayed) at least ten (10) Business Days prior to the applicable due date. The parties will cooperate with each other in the provision of any information or preparation of any documentation that may be necessary or useful for obtaining any available mitigation, reduction or exemption from any such Transfer Taxes, or otherwise to comply with its obligations with respect to Transfer Taxes.

Section 9.2 Proration items. Personal property Taxes, real property Taxes and other similar Taxes (the "Proration Items") with respect to the Purchased Assets for any taxable period beginning before the Closing Date and ending after the Closing Date shall be prorated on a per diem basis between the Purchaser and the Seller as of the Closing Date. The amount of the Proration Items attributable to the Seller shall be equal to the amount of Tax for the period multiplied by a fraction, the numerator of which shall be the number of days from the beginning of the period through and including the Closing Date and the denominator of which shall be the entire number of days in the period. For purposes of allocating all other Taxes ("Non-Proration Items") with respect to the Purchased Assets for any Straddle Period, such Taxes shall be allocated between the pre-Closing portion of such Straddle Period and the post-Closing portion of such Straddle Period based on an interim closing of the books at the end of the day on the Closing Date. The Seller shall bear any Non-Proration Items allocable to the pre-Closing portion of any Straddle Period and any other unpaid Taxes with respect to the Purchased Assets for Tax periods ending on or prior to the Closing Date (such Non-Proration Items and other pre-Closing Date Taxes, "Other Seller Taxes"). The amount of all such Proration Items attributable to the

Seller and the amount of any Other Seller Taxes shall be estimated as of the Closing Date and deducted from the Purchase Price at the Closing; provided, however that final payments with respect to the Proration Items or Other Seller Taxes that are not able to be calculated as of the Closing Date shall be calculated and the Seller (or any successor thereof or any estate) shall pay over any additional amount as soon as practicable after the Closing Date, but no later than five (5) Business Days after determination of such additional amounts.

ARTICLE 10
GENERAL PROVISIONS

Section 10.1 Notices. All notices and other communications under this Agreement must be in writing and are deemed duly delivered when: (a) delivered, if delivered personally or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or by email with confirmation of receipt (or, the first Business Day following such transmission if the date of transmission is not a Business Day); or (c) received or rejected by the addressee, if sent by United States of America certified or registered mail, return receipt requested; in each case to the following addresses or facsimile numbers and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number or individual as a party may designate by notice to the other party):

If to the **Seller**:

Achaogen, Inc.
One Tower Place, Suite 400
South San Francisco, California 94080
Attn: Blake Wise, Chief Executive Officer
Email: bwise@achaogen.com

Meru, LLC
1372 Peachtree Street, NW, Suite 2121
Atlanta, GA 30309
Attn: Nick Campbell, Managing Partner
Email: nick@wearemeru.com

with a copy (which will not constitute notice) to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Attn: Richard Wynne, Esquire
Erin Brady, Esquire
Email: rick.wynne@hoganlovells.com
erin.brady@hoganlovells.com

following the Closing, with a copy (which will not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: Arik Preis, Esq.
Email: apreis@akingump.com

If to the **Purchaser**:

Cipla USA Inc.
c/o Cipla Ltd.
Cipla House, Peninsula Business Park
Ganapatrao Kadam Marg, Lower Parel West
Mumbai, Maharashtra 400013, India
Attn: A.S. Kumar, Esq., Global General Counsel
Email: as.kumar@cipla.com
cosecretary@cipla.com

with a copy (which will not constitute notice) to:

Kelley Drye & Warren LLP
101 Park Avenue, 27th Floor
New York, New York 10178
Attn: Deepak Nambiar, Esq.
Email: DNambiar@KelleyDrye.com

Section 10.2 Amendment. Except as otherwise expressly contemplated by this Agreement, this Agreement may not be amended, supplemented or otherwise modified except in a written document signed by each party hereto and that identifies itself as an amendment to this Agreement. Notwithstanding anything to the contrary herein, any deadline set forth in this Agreement that: (a) does not fall on a Business Day shall automatically be extended to the next Business Day; or (b) requires the Bankruptcy Court to either (i) hold a hearing by a specified date, or (ii) enter an order by a specified date, shall be subject to the Bankruptcy Court's availability, calendar or discretion and such deadline shall automatically be extended to such date as the Bankruptcy Court is available or its calendar shall permit it to hold such hearing or enter such order, as applicable. All deadlines set forth herein may be modified by the parties in accordance with this Section 10.2.

Section 10.3 Waiver and Remedies. The parties may, but are not required to: (a) extend the time for performance of any of the obligations or other acts of the other party to this Agreement; (b) waive any inaccuracies in the representations and warranties of the other party to this Agreement contained in this Agreement; or (c) waive compliance with any of the covenants or conditions for the benefit of such party contained in this Agreement. Subject to Section 5.5: (i) any such extension or waiver by a party to this Agreement will be valid only if set forth in a

written document signed on behalf of the party granting such waiver or extension; (ii) no extension or waiver will apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any covenant or condition, as the case may be, other than that which is specified in the written extension or waiver; and (iii) no failure or delay by a party in exercising any right or remedy under this Agreement or any of the documents delivered pursuant to this Agreement, and no course of dealing between the parties, operates as a waiver of such right or remedy, and no single or partial exercise of any such right or remedy precludes any other or further exercise of such right or remedy or the exercise of any other right or remedy. Notwithstanding anything to the contrary herein, any deadline set forth in this Agreement that does not fall on a Business Day shall automatically be extended to the next Business Day.

Section 10.4 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto and the documents and instruments referred to in this Agreement that are to be delivered at or prior to the Closing) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or between the parties, or either of them, written or oral, with respect to the subject matter of this Agreement.

Section 10.5 Assignment, Successors and No Third Party Rights. This Agreement binds and benefits the parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to the Seller pursuant to a confirmed Chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Purchaser may at any time delegate the performance of its obligations (other than the obligation to pay the Purchase Price) to any Affiliate of the Purchaser so long as the Purchaser remains fully responsible for the performance of the delegated obligation. The Purchaser may designate one or more Affiliates, including any special purpose entities that may be organized by the Purchaser for such purpose, to take title to the Purchased Assets or any portion thereof and operate the business going forward, and upon written notice to the Seller of any such designation by the Purchaser, the Seller agrees to execute and deliver all instruments of transfer with respect to the Purchased Assets directly to, and in the name of, the Purchaser's designees. No designation shall affect, in any way, any guaranty of payment and performance provided to the Seller by the Purchaser, and such guaranty shall continue to obligate the guarantor. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the parties to this Agreement (which includes any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to the Seller pursuant to a confirmed Chapter 11 plan), any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as may inure to a successor or permitted assignee under this Section 10.5.

Section 10.6 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and

the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable Law.

Section 10.7 Exhibits and Schedules. The Exhibits and Schedules to this Agreement are incorporated herein by reference and made a part of this Agreement. The Seller Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of ARTICLE 3. The disclosure in any section or paragraph of the Seller Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered or lettered section or paragraph of ARTICLE 3, except to the extent that (a) such information is cross-referenced in another part of the Seller Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another representation or warranty of the Seller in ARTICLE 3. The information contained in the Seller Disclosure Schedule is intended only to qualify the representations and warranties of the Seller contained in this Agreement and shall not be deemed to expand in any way the scope or effect of any such representations or warranties. Certain of the information contained in the Seller Disclosure Schedule may not be required to be disclosed pursuant to this Agreement and be included solely for informational purposes. The inclusion of any information in the Seller Disclosure Schedule shall not be construed as an admission or acknowledgement, in and of itself, that such information is material to the Business or the Seller or any of its Subsidiaries. No information contained in the Seller Disclosure Schedule shall be deemed to be an admission of any liability or obligation by the Seller to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

Section 10.8 Interpretation. In the negotiation of this Agreement, each party has received advice from its own attorney. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no provision of this Agreement will be interpreted for or against either party because that party or its attorney drafted the provision.

Section 10.9 Expenses. Except as otherwise provided herein, each party will pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

Section 10.10 Limitation on Liability. Notwithstanding any other provision of this Agreement to the contrary, in no event will any party or any of its Affiliates be liable for any special, incidental, indirect, exemplary, punitive or consequential damages (including lost profits, loss of revenue or lost sales) in connection with any claims, losses, damages or injuries arising out of the conduct of such party pursuant to this Agreement, regardless of whether the nonperforming party was advised of the possibility of such damages or not.

Section 10.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by either party in accordance with such party's specific terms or were otherwise breached by such party. The parties accordingly agree that, prior to the termination of this Agreement pursuant to Section 7.1, in addition to any other remedy to which a non-breaching party is entitled at law or in equity, the non-breaching party is entitled to injunctive relief to prevent breaches of this Agreement by the breaching party and otherwise to enforce specifically the provisions of this Agreement against the breaching party; provided that, the non-breaching party shall only be entitled to injunctive relief if such non-breaching party is not otherwise in breach of this Agreement or if the breaching party is not otherwise entitled to terminate this Agreement. Each party expressly waives any requirement that the other party obtains any bond or provides any indemnity in connection with any action seeking injunctive relief or specific enforcement of the provisions of this Agreement. Notwithstanding anything contained in this Section 10.11, the liquidated damages set forth in Section 7.2(b) shall be the sole and exclusive remedy of the Seller if the Purchaser fails to consummate the transactions contemplated under this Agreement as the result of a breach by the Purchaser of any of its obligations hereunder.

Section 10.12 Governing Law; Jurisdiction; Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT, DISPUTE OR PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS OF COMPETENT JURISDICTION LOCATED IN THE STATE OF DELAWARE OR IN THE BANKRUPTCY COURT (FOR SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION) AND EACH OF THE PARTIES HERETO IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, GENERALLY AND UNCONDITIONALLY, AND WAIVES ANY OBJECTIONS AS TO VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT HEREBY. NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

Section 10.13 No Joint Venture. Nothing in this Agreement creates a joint venture or partnership between the parties. This Agreement does not authorize any party hereto (a) to bind or commit, or to act as an agent, employee or legal representative of, any other party, except as

may be specifically set forth in other provisions of this Agreement, or (b) to have the power to control the activities and operations of any other party. Each party agrees not to hold itself out as having any authority or relationship contrary to this Section 10.13.

Section 10.14 Counterparts; Signatures. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

Section 10.15 Preservation of Records; Post-Closing Access and Cooperation.

(a) For a period equal to the lesser of: (i) eighteen (18) months after the Closing Date; and (ii) the closing of the Chapter 11 Case by the Bankruptcy Court (the "Post-Closing Access and Cooperation Period"), the Purchaser shall preserve and retain all books and records in its possession that are Purchased Assets (including any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations) relating to the Purchased Assets prior to the Closing Date.

(b) During the Post-Closing Access and Cooperation Period, subject to existing confidentiality agreements and upon reasonable advance notice from the Seller (or its designee or successor), the Purchaser shall provide reasonable cooperation to the Seller and its representatives (or its designee or successors, which may include the trustee of a liquidating trust) for the purpose of winding-up its affairs and finalizing the administration of the Chapter 11 Case, including its books and records with respect to the Purchased Assets prior to the Closing Date, at the sole cost of the Seller. During the Post-Closing Access and Cooperation Period, the Purchaser shall cooperate with, and shall permit and use its reasonable commercial efforts to cause, its personnel to cooperate with the Seller (or, its designee or successors) after the Closing and upon receipt of prior written notice, in furnishing information, testimony and other assistance with respect to the Purchased Assets for periods prior to the Closing Date as reasonably required in connection with any action or proceeding relating to the Chapter 11 Case; provided, that such access does not unreasonably interfere with the Purchaser's business or operations.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

SELLER:

ACHAOGEN, INC.

By: _____

Name: Blake Wise

Title: Chief Executive Officer

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

PURCHASER:

CIPLA USA,INC.

By: DocuSigned by: Nikhil Lalwani
76E958D6A5CB45E...
Name: Nikhil Lalwani
Title: CEO - Cipla North America

EXHIBIT A

FORM OF BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale") is made as of the ___ day of _____, 2019, by and between Achaogen, Inc. ("Seller"), to and in favor of _____ ("Purchaser"). Seller and Purchaser are each a "Party" hereto and are collectively referred to herein as the "Parties". All capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement dated _____, 2019 (the "Agreement"), pursuant to which the Seller agreed to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agreed to purchase from Seller, all of Seller's right, title and interest in and to the Purchased Assets, including, but not limited to, the Assumed Contracts, free and clear of all liens, pledges, mortgages, hypothecations and other encumbrances other than the Assumed Liabilities and the China License Rights (the "Sale");

WHEREAS, the Bankruptcy Court entered the Sale Order on _____, 2019, approving the Sale of the Purchased Assets to Purchaser on the terms set forth in the Agreement and in the Sale Order; and

WHEREAS, pursuant to the Agreement, Seller has agreed to execute and deliver this Bill of Sale to effectuate the sale, transfer, assignment, conveyance and delivery of the Purchased Assets to Purchaser and its successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. For and in consideration of payment by Purchaser to Seller of the Purchase Price, all upon the terms and subject to the conditions set forth in the Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged and accepted by Seller, Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, its successors and assigns, all of Seller's entire right, title and interest in, to and under the Purchased Assets, free and clear of all liens, pledges, mortgages, hypothecations and other encumbrances other than the Assumed Liabilities and the China License Rights, the same to be held and enjoyed by Purchaser for its use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as the same would have been held and enjoyed by Seller had this sale, transfer, assignment, conveyance and delivery not been made.

2. Seller and Purchaser hereby agree to execute and deliver any and all additional documents that Seller or Purchaser may reasonably request in order to more fully effect the agreements set forth in this Bill of Sale.

3. This Bill of Sale shall be subject to the terms and conditions set forth in the Agreement and the Sale Order. Seller and Purchaser hereby acknowledge and agree that the

provisions of this Bill of Sale shall not modify or limit the full force and effect of the terms and provisions of the Agreement or the Sale Order, and that in the event of a conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Agreement, the terms and provisions of the Agreement, as approved by the Sale Order, shall prevail, govern and control in all respects without limitation.

4. Section 10.12 of the Agreement is hereby incorporated by reference into this Bill of Sale and shall apply as if fully set forth herein *mutatis mutandis*.

5. The Parties may execute this Bill of Sale in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Bill of Sale is effective upon delivery of one executed counterpart from one Party to the other Party. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

6. The undertakings, covenants and agreements set forth herein shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first above written.

SELLER:

ACHAOGEN, INC.

By: _____
Name:
Title:

PURCHASER:

CIPLA USA, INC.

By: _____
Name:
Title:

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of _____, 2019 (the "Agreement"), among Achaogen, Inc., as assignor (the "Assignor"), a Delaware corporation, and _____, a _____, in its capacity as assignee (the "Purchaser"), of the Assumed Liabilities. Assignor and Assignee are each a "Party" hereto and are collectively referred to herein as the "Parties". Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignor and Purchaser are parties to the Agreement for Sale of Assets, dated as of [_____], 2019 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, assign, transfer, convey and deliver to the Purchaser all of the Seller's right, title and interest in and to the Purchased Assets and assign to the Purchaser the Assumed Liabilities and the Purchaser has agreed to purchase, acquire and accept all of the Assignor's right, title and interest in the Purchased Assets and assume the Assumed Liabilities from and after the Closing Date; and

WHEREAS, this Agreement is being provided to evidence the Assignor's assignment to the Purchaser, and the Purchaser's assumption, of the Assumed Liabilities, pursuant to the terms and conditions of the Purchase Agreement from and after the Closing Date.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. Assignment and Assumption of Liabilities. The Assignor hereby assigns, transfers and sets over unto the Purchaser all of the Assumed Liabilities and the Purchaser hereby assumes the Assumed Liabilities pursuant to the terms and conditions of the Purchase Agreement and Sale Order, including, without limitation, liability for the due performance of all the terms, covenants and conditions of the Assignor pursuant to, arising under or related to the Assumed Liabilities from and after the Closing on the Closing Date. Notwithstanding anything herein to the contrary, this Agreement shall not be deemed to be an assignment by the Assignor to the Purchaser or an assumption by the Purchaser of any of the Excluded Liabilities or Excluded Assets.

2. Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

3. Governing Law; Jurisdiction; Waiver of Jury Trial. Section 10.12 of the Purchase Agreement is hereby incorporated by reference into this Agreement and shall apply as if fully set forth herein mutatis mutandis.

4. Severability; Conflicts. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable Law. In the event of any conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Successors and Assigns. This Agreement shall bind the Parties, their legal representatives, and their permitted successors and assigns.

6. Entire Agreement. This Agreement and the Purchase Agreement constitute the entire agreement between the Parties. No amendment or modification of this Agreement shall be binding or valid unless set forth in writing and executed by the Parties.

7. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from one Party to the other Party. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the date first above written.

ASSIGNOR:

ACHAOGEN, INC.

By: _____
Name:
Title:

PURCHASER:

CIPLA USA, INC.

By: _____
Name:
Title:

EXHIBIT C

FORM OF INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of _____, 2019 (the "Effective Date"), is by and between _____, a _____ ("Assignee") and Achaogen, Inc., a Delaware corporation ("Assignor").

W I T N E S S E T H :

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, dated [•], 2019 (the "Asset Purchase Agreement"), between Assignee and Assignor, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other things, the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, assign, convey, deliver and transfer the entire right, title and interest in, to and under all of the Intellectual Property included in the Purchased Assets, including the Intellectual Property set forth on Exhibit A hereto (the "Assigned IP"), to Assignee and Assignee desires to acquire the entire right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee the entire right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, including the right to claim priority under the International Convention for the Protection of Industrial Property and under any other international arrangement to which the United States of America is or hereafter becomes a signatory (but not, for the avoidance of doubt, any Excluded Liability), (ii) all rights to sue, claim and recover for past, present and future infringement, misappropriation, dilution or other violation of any Assigned IP, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.

3. Concurrent with the execution of this Assignment, Assignor shall transfer any and all domain names and social media accounts included in the Assigned IP from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner

of such domain names and social media accounts in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names and social media accounts.

4. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

5. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

6. As soon as practicable after execution of this Assignment, Assignor shall, at the cost and expense of the Assignee, use diligent efforts to support transition of the assigned intellectual property from Assignor to Assignee through legal counsel at Cooley LLP, Morrison & Foerster LLP and Reed Smith LLP, who the Assignor has engaged for acquisition and maintenance of the Intellectual Property, and instruct such legal counsel to cooperate as appropriate with the Assignee in furtherance of the activities contemplated in the Asset Purchase Agreement and this Assignment. Assignor shall also use diligent effort to instruct any inventors and other employees who are under control of the Assignor to cooperate with the Assignee in furtherance of the activities contemplated in the Asset Purchase Agreement and this Assignment, including as appropriate any signatures, oaths, or declarations Assignee may request to file, prosecute, record, or transfer of the Assigned IP and to cooperate with and assist the Assignee in any litigation or other legal proceedings involving the Assigned IP.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNOR:

ACHAOGEN, INC.

By: _____
Name:
Title:

STATE OF)
) ss
COUNTY OF)

On the ____ day of _____, ____, before me personally came _____, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as _____ of _____, the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

_____
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNEE:

CIPLA USA, INC.

By:

_____

Name:
Title:

STATE OF)
) ss
COUNTY OF)

On the ____ day of _____, ____, before me personally came _____, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as _____ of _____, the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

_____

Notary Public

(PLACE STAMP AND SEAL ABOVE)

EXHIBIT A

ASSIGNED IP

[PATENTS]

[TRADEMARKS]

SCHEDULE 2.1(C)

COMPANY OWNED INTELLECTUAL PROPERTY

I. PATENTS

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
United States of America	60/989,645 11/21/2007			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
Austria	E-841756 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Australia	2008326297 11/21/2008		2008326297 02/21/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Belgium	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Bulgaria		2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Brazil	PI0819319-3 11/21/2008	PI0819319-3	PI0819319-3 1/15/2019	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Canada	2706369 11/21/2008		2706369 03/25/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Switzerland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
China	200880117193.1 11/21/2008	101868472A	ZL 200880117193.1 05/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Cyprus	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Czech Republic	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Germany	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Denmark	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL	Achaogen, Inc.	Registered/Validation of EP

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
				AMINOGLYCOSIDE ANALOGS		patent
Eurasian Patent Organization	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validated (Validated Armenia, Azerbaijan, Belarus, Kazakhstan, Kyrgyzstan, Russia, Moldova, Tajikistan, Turkmenistan. Each regional patent listed herein.)
Armenia	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Azerbaijan	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Belarus	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Kazakhstan	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Kyrgyzstan	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Russia,	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Moldova	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Tajikistan	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Turkmenistan	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EA patent
Estonia	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
European Patent Office	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validated (Validated in AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HR, HU, IE, IS, IT, LT, LU, LV, MC, MT, NL, NO, PL, PT, RO, SE, SI, SK,TR. Each regional patent listed herein.)
Spain	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL	Achaogen, Inc.	Registered/Validation of EP

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
				AMINOGLYCOSIDE ANALOGS		patent
Finland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
France	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
United Kingdom	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Greece	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Hong Kong	11101563.2 11/21/2008	1147499	HK1147499 01/26/2018	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered (via EP)
Croatia	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Hungary	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Ireland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Israel	205880 11/21/2008		205880 02/01/2014	AMINOGLYCOSIDE ANALOGS, COMPOSITIONS COMPRISING THE SAME AND USES THEREOF	Achaogen, Inc.	Registered
India	4165/DELNP/2010 11/21/2008		282636 04/20/2017	NOVEL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Registered
Iceland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Italy	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Japan	2010-535103 11/21/2008	2011-504508	4986310 05/11/2012	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Republic of Korea	10-2010-7012835 11/21/2008	10-2010-0110297	10-1296099 08/07/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
Lithuania	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Luxembourg	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Latvia	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Monaco	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Malta	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Mexico	MX/a/2010/005632 11/21/2008		333945 10/12/2015	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Netherlands	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Norway	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Poland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Portugal	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Romania	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Sweden	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Slovenia		2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Slovakia	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Turkey	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered/Validation of EP patent
Taiwan	097145246 11/21/2008	200927146	I425947 02/11/2014	ANTIBACTERIAL AMINOGLYCOSIDE	Achaogen, Inc.	Registered

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
				ANALOGS		
United States of America	12/487,427 06/18/2009	US 2010-0099661 A1	8,383,596 02/26/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2008/084399 11/21/2008	WO 2009/067692		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired/PCT Period Over
Brazil	BR1220180705035 11/21/2008			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Pending
China	201310142186.X 11/21/2008	103360440A	ZL 201310142186.X 08/31/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
European Patent Office	16195678.4 11/21/2008	3150617		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Pending
United States of America	13/734,729 01/04/2013	US 2013-0217642 A1	8,822,424 09/02/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
United States of America	14/334,511 07/17/2014	US 2015-0045317 A1	9,266,919 02/23/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
United States of America	15/001,797 01/20/2016	US 2016-0368942 A1	9,688,711 06/27/2017	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
United States of America	16/052,977 08/02/2018			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Pending
United States of America	61/178,809 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	61/312,349 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	13/295,247 05/14/2010	US 2012-0135948 A1	8,524,689 09/03/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2010/034884 05/14/2010	WO 2010/132757		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS		Expired
United States of America	61/178,814 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	61/312,351 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of	13/295,238	US 2012-0135946	8,658,606	ANTIBACTERIAL	Achaogen, Inc.	Registered

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
America	11/14/2011	A1	02/25/2014	AMINOGLYCOSIDE ANALOGS		
Patent Cooperation Treaty	PCT US2010/034886 05/14/2010	WO 2010/132759		ANTIBACTERIAL DERIVATIVES OF DIBEKACIN	Achaogen, Inc.	Expired PCT Period Over
United States of America	61/178,826 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	61/312,353 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	13/295,233 05/14/2010	US 2012- 0135945 A1	8,653,042 02/18/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2010/034888 05/14/2010	WO 2010/132760		ANTIBACTERIAL DERIVATIVES OF TOBRAMYCIN		Expired/PCT Period Over
United States of America	61/178,854 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	61/312,354 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	13/295,231 05/14/2010	US 2012- 0165282A1	8,524,675 09/03/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2010/034893 05/14/2010	WO 2010/132765		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired/PCT Period Over
United States of America	61/178,834 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	61/312,356 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
United States of America	13/295,227 05/14/2010	US 2012-0184501 A1	8,492,354 07/23/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Surrendered in favor of Reissue Application No. 16/009,020
Patent Cooperation Treaty	PCT/US2010/034896 05/14/2010	WO 2010/132768		ANTIBACTERIAL DERIVATIVES OF SISOMICIN		Expired/PCT Period Over
United States of America	16/009,020 06/14/2018			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Pending
United States of America	61/178,461 05/14/2009			TREATMENT OF KLEBSIELLA PNEUMONIAE	Achaogen, Inc.	Expired

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
				INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS		
United States of America	61/305,463 02/17/2010			TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Expired
Canada	2761674 05/14/2010		2761674 11/29/2016	TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Registered
China	201080031078.X 05/14/2010	102481307A	ZL 201080031078.X 08/24/2016	TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Registered
Hong Kong	12111406.1 05/14/2010	1170663	1170663 11/17/2017	TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Registered
Macau	J/002404(132) 05/14/2010		J/002404 01/24/2017	TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Registered
United States of America	13/294,426 11/11/2011	US 2012-0214759 A1		TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Abandoned/Withdrawn from appeal

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
United States of America	16/240,370 1/4/2019			ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Pending
Patent Cooperation Treaty	PCT/US2010/034898 05/14/2010	WO 2010/132770		TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Expired/PCT Period Over
Canada	2948868 05/14/2010			TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Pending
China	201610573991.1 05/14/2010	106188175A		TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Pending
Hong Kong	17105427.3 05/14/2010	1231886A		TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaogen, Inc.	Pending
United States of America	62/574,544 10/19/2017			SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc	Expired
Argentina	20180103039 10/18/2018			SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc	Pending
Pakistan				SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc	Pending
Taiwan	107136676 10/18/2018			SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc	Pending

Country	Application No./Filing Date	Publication No.	Registration No./Issue Date	Title/Mark	Assignee	Case Status
Patent Cooperation Treaty	PCT/US2018/056536 10/18/2018			SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc	Pending
Patent Cooperation Treaty	PCT/US2017/045183 8/2/2017	WO 2018/026969 3/15/2018		PLAZOMICIN ANTIBODIES AND METHODS OF USE		Filed
Taiwan	106126088 8/2/2017	201815826 5/1/2018		PLAZOMICIN ANTIBODIES AND METHODS OF USE		Filed
Argentina	20170102193 8/2/2017			PLAZOMICIN ANTIBODIES AND METHODS OF USE		Filed
European Patent Office	17751568.1 8/2/.2017	3494143 6/12/2019		PLAZOMICIN ANTIBODIES AND METHODS OF USE		Filed
United States of America	16/360,663 3/21/2019			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS		Filed

II. TRADEMARKS

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
US Federal Q1 uf 3	Design Only  SN: 87929555	Published March 26, 2019 Filed: May 21, 2018	(Int'l Class: 05) antibiotics	Achaogen, Inc. (Delaware Corp.) 1 Tower Place, Suite 300 South San Francisco California 94080
US Federal Q1 uf 4	Design Only	Published March 26, 2019 Filed: May 21, 2018	(Int'l Class: 05) antibiotics	Achaogen, Inc. (Delaware Corp.) 1 Tower Place, Suite 300 South San Francisco California 94080

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
	 SN: 87930012			
US Federal Q1 uf 5	ZEMDRI RN: 5661889 SN: 87080092	Registered January 22, 2019 Int'l Class: 05 First Use: July 17, 2018 Filed: June 22, 2016	(Int'l Class: 05) Antibiotics	Achaogen, Inc. (Delaware Corp.) 1 Tower Place, Suite 300 South San Francisco California 94080
US Federal Q1 uf 6	ZEMDRI and Design  SN: 87929654	Published March 26, 2019 Filed: May 21, 2018	(Int'l Class: 05) antibiotics	Achaogen, Inc. (Delaware Corp.) 1 Tower Place, Suite 300 South San Francisco California 94080
US Federal Q1 uf 7	ZEMDRI and Design  SN: 87930066	Published March 26, 2019 Filed: May 21, 2018	(Int'l Class: 05) antibiotics	Achaogen, Inc. (Delaware Corp.) 1 Tower Place, Suite 300 South San Francisco California 94080
Canada Q1 ca 9	Design Only 	Canada Filed Last Status Received: Pending Application November 27, 2018 Office Status: Filing date accorded Filed: November 21, 2018	(Int'l Class: 05) Goods: (1) Antibiotics	Achaogen, Inc. 1 Tower Place, Suite 300 South San Francisco, CA 94080, United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
	AN: 1931696			
Canada Q1 ca 10	Design Only  AN: 1931691	Canada Filed Last Status Received: Pending Application November 27, 2018 Office Status: Filing date accorded Filed: November 21, 2018	(Int'l Class: 05) Goods: (1) Antibiotics	Achaogen, Inc. 1 Tower Place, Suite 300 South San Francisco, CA 94080, United States of America
Canada Q1 ca 11	XEMDRO AN: 1812517	Canada Allowed Last Status Received: Application pending publication August 3, 2018 Office Status: Application published Filed: December 5, 2016	(Int'l Class: 05) Goods: (1) Antibiotics	Achaogen, Inc. 7000 Shoreline Court, Suite 371 South San Francisco, CA 94080, United States of America
Canada Q1 ca 12	ZEMDRI AN: 1812518	Canada Allowed Last Status Received: Application pending publication August 3, 2018 Office Status: Application published Filed: December 5, 2016	(Int'l Class: 05) Goods: (1) Antibiotics	Achaogen, Inc. 7000 Shoreline Court, Suite 371 South San Francisco, CA 94080, United States of America
Canada Q1 ca 13	ZEMDRI and Design  AN: 1931698	Canada Filed Last Status Received: Pending Application November 27, 2018 Office Status: Filing date accorded Filed: November 21, 2018	(Int'l Class: 05) Goods: (1) Antibiotics	Achaogen, Inc. 1 Tower Place, Suite 300 South San Francisco, CA 94080, United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
Canada Q1 ca 14	ZEMDRI and Design  AN: 1931703	Canada Filed Last Status Received: Pending Application November 27, 2018 Office Status: Filing date accorded Filed: November 21, 2018	(Int'l Class: 05) Goods: (1) Antibiotics	Achaogen, Inc. 1 Tower Place, Suite 300 South San Francisco, CA 94080, United States of America
Mexico Q1 mx 16	Design Only  AN: M2152428	Mexico Published Last Status Received: Published Filed: November 20, 2018	(Translation) (Int'l Class: 05) Antibiotics.	ACHAOGEN, INC. 1 TOWER PLACE NUM. EXT. SUITE 300, 94080, SOUTH SAN FRANCISCO, CA, United States of America
Mexico Q1 mx 17	Design Only  AN: M2153909	Mexico Published Last Status Received: Published Filed: November 20, 2018	(Translation) (Int'l Class: 05) Antibiotics.	ACHAOGEN, INC. TOWER PLACE NUM. EXT. 1 NUM. INT. SUITE 300, 94080, SOUTH SAN FRANCISCO, CA, United States of America
Mexico Q1 mx 18	XEMDRO RN: 1746906 AN: M1831146	Mexico Registered Last Status Received: Registered Filed: December 9, 2016 Registered: April 24, 2017 Expiration Date: December 9, 2026	(Translation) (Int'l Class: 05) Antibiotics.	ACHAOGEN, INC. SHORELINE COURT NUM. EXT. 7000 NUM. INT. SUITE 371, 94080, SOUTH SAN FRANCISCO, CA., United States of America
Mexico Q1	ZEMDRI RN: 1746907	Mexico Registered	(Translation) (Int'l Class: 05)	ACHAOGEN, INC. SHORELINE COURT NUM. EXT. 7000 NUM.

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
mx 19	AN: M1831148	Last Status Received: Registered Filed: December 9, 2016 Registered: April 24, 2017 Expiration Date: December 9, 2026	Antibiotics.	INT. SUITE 371, 94080, SOUTH SAN FRANCISCO, CA., United States of America
Mexico Q1 mx 20	ZEMDRI and Design  AN: M2153892	Mexico Published Last Status Received: Published Filed: November 20, 2018	(Translation) (Int'l Class: 05) Antibiotics.	ACHAOGEN, INC. TOWER PLACE NUM. EXT. 1 NUM. INT. SUITE 300, 94080, SOUTH SAN FRANCISCO, CA, United States of America
Mexico Q1 mx 21	ZEMDRI and Design  AN: M2156856	Mexico Published Last Status Received: Published Filed: November 20, 2018	(Translation) (Int'l Class: 05) Antibiotics.	ACHAOGEN, INC. TOWER PLACE NUM. EXT. 1 NUM. INT. SUITE 300, 94080, SOUTH SAN FRANCISCO, CA, United States of America
WIPO Q1 wo 23	Design Only  RN: 1441507	International Registered Last Status Received: Registered April 15, 2019 Registered: November 20, 2018 Expiration Date: November 20, 2028	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. 1 Tower Place, Suite 300 South San Francisco CA 94080, United States of America Claimed Countries: Madrid Protocol: Australia, China, European Union, Israel, Japan, Mexico, Switzerland, Turkey, United Kingdom
WIPO Q1 wo 24	Design Only	International Registered Last Status Received: Registered March 26, 2019 Registered: November 20, 2018 Expiration Date: November 20, 2028	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. 1 Tower Place, Suite 300 South San Francisco CA 94080, United States of America Claimed Countries: Madrid Protocol: Australia, China, European Union, Israel, Japan, Mexico, Switzerland,

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
	 RN: 1442826			Turkey, United Kingdom
WIPO Q1 wo 25	ZEMDRI and Design  RN: 1442745	International Registered Last Status Received: Registered November 20, 2018 Expiration Date: November 20, 2028	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. 1 Tower Place, Suite 300 South San Francisco CA 94080, United States of America Claimed Countries: Madrid Protocol: Australia, China, European Union, Israel, Japan, Mexico, Switzerland, Turkey, United Kingdom
WIPO Q1 wo 26	ZEMDRI and Design  RN: 1443260	International Registered Last Status Received: Registered April 2, 2019 Registered: November 20, 2018 Expiration Date: November 20, 2028	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. 1 Tower Place, Suite 300 South San Francisco CA 94080, United States of America Claimed Countries: Madrid Protocol: Australia, China, European Union, Israel, Japan, Mexico, Switzerland, Turkey, United Kingdom
Iceland Q1 is 28	ZEMDRI RN: V0106877 AN: V0106877	Iceland Registered Last Status Received: Registered Filed: November 15, 2017 Registered: November 30, 2017 Expiration Date: November 30, 2027	(Translation) (Int'l Class: 05) Antibiotics.	Nafn: Achaogen, Inc., a corporation of the State of Delaware, United States of America Heimilisfang: 1 Tower Place, Suite 300, South San Francisco, California 94080, US, US, United States of America
Norway Q1 no 29	ZEMDRI RN: 297414 AN: 201715319	Norway Registered Last Status Received: Registered April 11, 2018 Filed: November 16, 2017 Expiration Date: November 16,	(Translation) (Int'l Class: 05) Antibiotics.	Achaogen, Inc. 1 Tower Place, Suite 300, CA94080, SOUTH SAN FRANCISCO, United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
		2027		
Switzerland Q1 ch 30	XEMDRO RN: 699873 AN: 64827/2016	Switzerland Registered Last Status Received: Registered Filed: December 5, 2016 Registered: March 14, 2017 Expiration Date: December 5, 2026	(Translation) (Int'l Class: 05) Antibiotics.	Achaogen, Inc. 7000 Shoreline Court Suite 371, 94080 South San Francisco, California, United States of America
Switzerland Q1 ch 31	ZEMDRI RN: 699961 AN: 64828/2016	Switzerland Registered Last Status Received: Registered Filed: December 5, 2016 Registered: March 16, 2017 Expiration Date: December 5, 2026	(Translation) (Int'l Class: 05) Antibiotics.	Achaogen, Inc. 7000 Shoreline Court Suite 371, 94080 South San Francisco, California, United States of America
Turkey Q1 tr 33	Design Only  AN: 2019/01458	Turkey Published Last Status Received: Published Filed: November 20, 2018	(Int'l Class: 05) Antibiotics.	ACHAOGEN, INC. 1 Tower Place, Suite 300 South San Francisco CA 94080, United States of America
Turkey Q1 tr 34	Design Only  AN: 2019/04068	Turkey Published Last Status Received: Published Filed: November 20, 2018	(Int'l Class: 05) Antibiotics.	ACHAOGEN, INC. 1 Tower Place, Suite 300 South San Francisco CA 94080, United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
Turkey Q1 tr 35	Xemdro  AN: 2016/99237	Turkey Published Last Status Received: Published Filed: December 8, 2016	(Translation) (Int'l Class: 05) antibiotics	ACHAOGEN, INC. 7000 Shoreline Court, Suite 371, South San Francisco, California 94080, United States of America
Turkey Q1 tr 36	zemdri  RN: 2016 99232 AN: 2016/99232	Turkey Registered Last Status Received: Registered Filed: December 8, 2016 Registered: October 3, 2017	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC. 7000 Shoreline Court, Suite 371, South San Francisco, California 94080, United States of America
United Kingdom Q1 gb 38	XEMDRO RN: 3172211 AN: 3172211	United Kingdom Registered Last Status Received: Registered September 30, 2016 Filed: June 30, 2016 Expiration Date: June 30, 2026	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. (Company or Organisation Delaware) 7000 Shoreline Court, Suite 371, 94080, South San Francisco, California, United States of America
United Kingdom Q1 gb 39	ZEMDRI RN: 3172247 AN: 3172247	United Kingdom Registered Last Status Received: Registered September 30, 2016 Filed: June 30, 2016 Expiration Date: June 30, 2026	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. (Company or Organisation Delaware) 7000 Shoreline Court, Suite 371, 94080, South San Francisco, California, United States of America
European Union (EUTM) Q1 eu 41	XEMDRO RN: 015595499 AN: 015595499	European Union Registered Last Status Received: Registered October 19, 2016 Filed: June 29, 2016	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. (Corporation Delaware) 7000 Shoreline Court, Suite 371, 94080, South San Francisco, California, United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
		Registered: October 17, 2016 Expiration Date: June 29, 2026		
European Union (EUTM) Q1 eu 42	ZEMDRI RN: 015595515 AN: 015595515	European Union Registered Last Status Received: Registered October 19, 2016 Filed: June 29, 2016 Registered: October 17, 2016 Expiration Date: June 29, 2026	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. (Corporation Delaware) 7000 Shoreline Court, Suite 371, 94080, South San Francisco, California, United States of America
Israel Q1 il 44	XEMDRO AN: 290115	Israel Registered Last Status Received: Registered Filed: December 4, 2016 Registered: April 9, 2018 Expiration Date: December 4, 2026	(Int'l Class: 05) Antibiotics; all included in class 5.	Achaogen, Inc. 7000 Shoreline Court, Suite 371, South San Francisco, California, 94080, U.S.A., United States of America
Israel Q1 il 45	ZEMDRI AN: 290114	Israel Registered Last Status Received: Registered Filed: December 4, 2016 Registered: April 9, 2018 Expiration Date: December 4, 2026	(Int'l Class: 05) Antibiotics; all included in class 5.	Achaogen, Inc. 7000 Shoreline Court, Suite 371, South San Francisco, California, 94080, U.S.A., United States of America
South Africa Q1 za 47	ZEMDRI AN: 2017/33426	South Africa Published Last Status Received: Published Filed: November 16, 2017	(Int'l Class: 05) Antibiotics	Achaogen, Inc. a corporation of the State of Delaware 1 Tower Place, Suite 300, South San Francisco, California, 94080, United States of America
Australia Q1 au 49	Design Only 	Australia Filed Last Status Received: Pending Application Office Status: Published: Awaiting examination Filed: November 20, 2018 Int'l Reg Date: November 20, 2018	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
	AN: 1981466 Disclaimer: The mark consists of stylized human figure stepping out of a ring.			
Australia Q1 au 50	Design Only  AN: 1980719 Disclaimer: The mark consists of stylized human figure in the color purple stepping out of a ring in the color green. The color(s) Purple and Green is/are claimed as a feature of the mark. The mark consists of stylized human figure in the color purple stepping out of a ring in the color green.	Australia Filed Last Status Received: Pending Application Office Status: Published: Awaiting examination Filed: November 20, 2018 Int'l Reg Date: November 20, 2018	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. United States of America
Australia Q1 au 51	XEMDRO RN: 1813625 AN: 1813625 Disclaimer: Convention priority claimed: 22 June 2016, United States of America, No. 87/080087 in respect of ALL ITEMS IN THIS CLASS ARE CLAIMED IN THE CONVENTION APPLICATION in class 5.*	Australia Registered Last Status Received: Registered Office Status: Registered: Registered/protected Filed: December 5, 2016 Registered: December 5, 2016 Expiration Date: December 5, 2026	(Int'l Class: 05) Antibiotics	Achaogen, Inc. incorporated in the State of Delaware incorporated in the State of Delaware United States of America
Australia Q1 au 52	ZEMDRI RN: 1813626 AN: 1813626 Disclaimer: Convention priority claimed: 22 June 2016, United States of America, No.	Australia Registered Last Status Received: Registered Office Status: Registered: Registered/protected Filed: December 5, 2016	(Int'l Class: 05) Antibiotics	Achaogen, Inc. incorporated in the State of Delaware incorporated in the State of Delaware United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
	87/080092 in respect of ALL ITEMS IN THIS CLASS ARE CLAIMED IN THE CONVENTION APPLICATION in class 5.*	Registered: December 5, 2016 Expiration Date: December 5, 2026		
Australia Q1 au 53	ZEMDRI and Design AN: 1982221 Disclaimer: The mark consists of stylized human figure in the color purple stepping out of a ring in the color green all above the word ZEMDRI in the color purple. The color(s) green and purple is/are claimed as a feature of the mark. The mark consists of stylized human figure in the color purple stepping out of a ring in the color green all above the word ZEMDRI in the color purple.	Australia Filed Last Status Received: Pending Application Office Status: Published: Awaiting examination Filed: November 20, 2018 Int'l Reg Date: November 20, 2018	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. United States of America
Australia Q1 au 54	ZEMDRI and Design  AN: 1981456 Disclaimer: The mark consists of stylized human figure stepping out of a ring all above the word ZEMDRI.	Australia Filed Last Status Received: Pending Application Office Status: Published: Awaiting examination Filed: November 20, 2018 Int'l Reg Date: November 20, 2018	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. United States of America
China Q1 cn 55	XEMDRO  RN: 22301161 AN: 22301161	China Registered Last Status Received: Registered Filed: December 19, 2016 Registered: January 28, 2018 Expiration Date: January 27, 2028	(Translation) (Int'l Class: 05) antibiotics	爱超根有限公司 加利福尼亚州 94080 南旧金山 7000 沿海大楼 371 室, United States of America ACHAOGEN, INC. 7000 SHORELINE COURT, SUITE 371, SOUTH SAN FRANCISCO, CALIFORNIA

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
				94080, UNITED STATES OF AMERICA, United States of America
China Q1 cn 56	ZEMDRI  RN: 22301162 AN: 22301162	China Registered Last Status Received: Registered Filed: December 19, 2016 Registered: January 28, 2018 Expiration Date: January 27, 2028	(Translation) (Int'l Class: 05) antibiotics	爱超根有限公司 加利福尼亚州 94080 南旧金山 7000 沿海大楼 371 室, United States of America ACHAOGEN, INC. 7000 SHORELINE COURT, SUITE 371, SOUTH SAN FRANCISCO, CALIFORNIA 94080, UNITED STATES OF AMERICA, United States of America
Hong Kong Q1 hk 58	ZEMDRI and Design  AN: 304338135	Hong Kong Published Last Status Received: Published December 8, 2017 Filed: November 16, 2017	(Int'l Class: 05) Antibiotics	Achaogen, Inc. 1 Tower Place, Suite 300, South San Francisco, California 94080, United States of America
India Q1 in 60	ZEMDRI AN: 3681462	DELHI - Filed Last Status Received: Objection pending Filed: November 18, 2017	(Int'l Class: 05) antibiotics.	ACHAOGEN, INC. Body Incorporate 1 Tower Place Suite 300 South San Francisco, California 94080 United States of America, United States of America
New Zealand Q1 nz 62	XEMDRO RN: 1056597 AN: 1056597	New Zealand Registered Last Status Received: Registered June 7, 2017 Office Status: Registered Filed: December 5, 2016 Expiration Date: June 22, 2026	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. a corporation of the State of Delaware 7000 Shoreline Court, Suite 371 California 94080 South San Francisco, United States of America
New Zealand Q1 nz 63	ZEMDRI RN: 1056598 AN: 1056598	New Zealand Registered Last Status Received: Registered June 7, 2017 Office Status: Registered	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. a corporation of the State of Delaware 7000 Shoreline Court, Suite 371 California 94080 South San Francisco, United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
		Filed: December 5, 2016 Expiration Date: June 22, 2026		
Republic of Korea Q1 kr 64	ZEMDRI  RN: 4013898770000 AN: 4020170168251	Republic of Korea Registered Last Status Received: Registered Filed: December 29, 2017 Registered: August 22, 2018	(Translation) (Int'l Class: 05) Antibiotics	ACHAOGEN, INC. 아카오젠, 인코포레이티드 * Tower Place, Suite ***, South San Francisco, California *****, United States of America, United States of America
Singapore Q1 sg 66	No Text Elements  AN: 40201722640X	Singapore Published Last Status Received: Published April 6, 2018 Filed: November 16, 2017	(Int'l Class: 05) Antibiotics.	Achaogen, Inc. 1 Tower Place, Suite 300,South San Francisco, California 94080,United States of America,Delaware, United States of America, United States of America
Taiwan Q1 tw 68	Logo design (in black-and-white)  AN: 107075189	Taiwan Other Last Status Received: Unknown Filed: November 21, 2018	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC. 美國 United States of America 爾察禎有限公司 美國 United States of America
Taiwan Q1 tw 69	Logo design (in color)	Taiwan Other Last Status Received: Unknown Filed: November 21, 2018	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC. 美國 United States of America

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
	 AN: 107075187			爾察禎有限公司 美國 United States of America
Taiwan Q1 tw 70	ZEMDRI  AN: 106072193	Taiwan Other Filed: November 16, 2017	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC. 1 Tower Place, Suite 300, South San Francisco, California 94080 U.S.A, United States of America
Taiwan Q1 tw 71	ZEMDRI  AN: 107075184	Taiwan Other Last Status Received: Unknown Filed: November 21, 2018	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC. 美國 United States of America 爾察禎有限公司 美國 United States of America
Taiwan Q1 tw 72	ZEMDRI	Taiwan Other Last Status Received: Unknown Filed: November 21, 2018	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC. 美國 United States of America 爾察禎有限公司

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
	 AN: 107075186			美國 United States of America
Taiwan Q1 tw 73	ZEMDRI  RN: 01919327 AN: 106072193	Taiwan Registered Last Status Received: Registered Filed: November 16, 2017 Registered: June 16, 2018 Expiration Date: June 15, 2028	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC. 美國 United States of America 爾察禎有限公司 美國 United States of America
Argentina Q1 ar 75	XEMDRO RN: 2948099 AN: 3565052	Argentina Registered Last Status Received: Registered Filed: December 7, 2016 Registered: August 7, 2018 Expiration Date: August 7, 2028	(Translation) (Int'l Class: 05) Only: antibiotics.	ACHAOGEN, INC. 7000 SHORELINE COURT SUITE 371, SOUTH SAN FRANCISCO CP. 94080, United States of America
Argentina Q1 ar 76	ZEMDRI RN: 2928489 AN: 3565053	Argentina Registered Last Status Received: Registered Filed: December 7, 2016 Registered: March 9, 2018 Expiration Date: March 9, 2028	(Translation) (Int'l Class: 05) Only: antibiotics.	ACHAOGEN, INC. 7000 SHORELINE COURT SUITE 371, SOUTH SAN FRANCISCO CP. 94080, United States of America
Brazil Q1 br 78	XEMDRO RN: 912032103 AN: 912032103	Brazil Registered Last Status Received: Registered Filed: December 9, 2016	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC.

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
		Registered: October 2, 2018 Expiration Date: October 2, 2028		
Brazil Q1 br 79	ZEMDRI RN: 912032081 AN: 912032081	Brazil Registered Last Status Received: Registered Filed: December 9, 2016 Registered: October 2, 2018 Expiration Date: October 2, 2028	(Translation) (Int'l Class: 05) antibiotics.	ACHAOGEN, INC.
Colombia Q1 co 80	XEMDRO RN: 570091 AN: SD20160053447	Colombia Registered Last Status Received: Registered Filed: December 12, 2016 Registered: June 9, 2017 Expiration Date: June 9, 2027	(Translation) (Int'l Class: 05)]: Antibiotics.	ACHAOGEN, INC 7000 SHORELINE COURT, SUITE 371, SAN FRANCISCO CALIFORNIA; US, United States of America
Colombia Q1 co 81	ZEMDRI RN: 570163 AN: SD20160053449	Colombia Registered Last Status Received: Registered Filed: December 12, 2016 Registered: June 12, 2017 Expiration Date: June 12, 2027	(Translation) (Int'l Class: 05)]: Antibiotics.	ACHAOGEN, INC 7000 SHORELINE COURT, SUITE 371, SAN FRANCISCO CALIFORNIA; US, United States of America

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Class	Renewal Date
JAPAN	ZEMDRI	2016-137421	12/6/2016	5943897	4/28/2017	REGISTERED	5	04/28/2027 RENEWAL
RUSSIA	ZEMDRI	2016746344	12/7/2016	2016746344	9/9/2017	REGISTERED	5	12/07/2026 RENEWAL
JAPAN	XEMDRO	2016-137419	12/6/2016	5943896	4/28/2017	REGISTERED	5	04/28/2027 RENEWAL
RUSSIA	XEMDRO	2016746300	12/7/2016	2016746300	8/30/2017	REGISTERED	5	12/07/2026 RENEWAL
UNITED STATES	XEMDRO	87/080,087	6/22/2016			ABANDONED	5	
UNITED STATES	ZEMDRO	87/080,094	6/22/2016			ABANDONED	5	

III. COPYRIGHTS

No registered copyrights.

IV. REGISTERED DOMAINS

Domain Name
aboutenrezovi.co.uk
aboutenrezovi.com
aboutenrezovi.de
aboutenrezovi.es
aboutenrezovi.net
aboutenrezovi.org
aboutenrezovi.us
aboutrezevico.co.uk
aboutrezevico.com
aboutrezevico.de
aboutrezevico.es
aboutrezevico.net
aboutrezevico.org
aboutrezevico.us
aboutxemdri.com
aboutxemdri.us
aboutxemdro.co.uk
aboutxemdro.com
aboutxemdro.de
aboutxemdro.es
aboutxemdro.net
aboutxemdro.org

aboutxemdro.us
aboutzemdri.co.uk
aboutzemdri.com
aboutzemdri.de
aboutzemdri.es
aboutzemdri.net
aboutzemdri.org
aboutzemdri.us
aboutzemdro.co.uk
aboutzemdro.com
aboutzemdro.de
aboutzemdro.es
aboutzemdro.net
aboutzemdro.org
aboutzemdro.us
ACHAGEN.COM
ACHAOGEN-BUT.COM
ACHAOGEN-PLAZOMICIN.COM
ACHAOGEN-PLAZOMICIN.INFO
ACHAOGEN-PLAZOMICIN.NET
achaogen.info
achaogen.net
achaogen.org
achaogen.us
achaogenenrezovi.co.uk
achaogenenrezovi.com
achaogenenrezovi.de
achaogenenrezovi.es

achaogenenrezovi.net
achaogenenrezovi.org
achaogenenrezovi.us
achaogenhotline.com
achaogenrezevico.co.uk
achaogenrezevico.com
achaogenrezevico.de
achaogenrezevico.es
achaogenrezevico.net
achaogenrezevico.org
achaogenrezevico.us
achaogenxemdri.com
achaogenxemdro.co.uk
achaogenxemdro.com
achaogenxemdro.de
achaogenxemdro.es
achaogenxemdro.net
achaogenxemdro.org
achaogenxemdro.us
achaogenzemdri.co.uk
achaogenzemdri.com
achaogenzemdri.de
achaogenzemdri.es
achaogenzemdri.net
achaogenzemdri.org
achaogenzemdri.us
achaogenzemdro.co.uk
achaogenzemdro.com

achaogenzemdro.de
achaogenzemdro.es
achaogenzemdro.net
achaogenzemdro.org
achaogenzemdro.us
ACHOAGEN.COM
ACHOAGEN.INFO
ACHOAGEN.NET
ACHOAGEN.ORG
ACHOGEN.COM
akao.work
akaoenrezovi.co.uk
akaoenrezovi.com
akaoenrezovi.de
akaoenrezovi.es
akaoenrezovi.net
akaoenrezovi.org
akaoenrezovi.us
akaorezevico.co.uk
akaorezevico.com
akaorezevico.de
akaorezevico.es
akaorezevico.net
akaorezevico.org
akaorezevico.us
akaoxemdri.com
akaoxemdro.co.uk
akaoxemdro.com

akaoxemdro.de
akaoxemdro.es
akaoxemdro.net
akaoxemdro.org
akaoxemdro.us
akaozemdri.co.uk
akaozemdri.com
akaozemdri.de
akaozemdri.es
akaozemdri.net
akaozemdri.org
akaozemdri.us
akaozemdro.co.uk
akaozemdro.com
akaozemdro.de
akaozemdro.es
akaozemdro.net
akaozemdro.org
akaozemdro.us
enrezovi.co
enrezovi.co.nz
enrezovi.co.uk
enrezovi.com
enrezovi.com.br
enrezovi.com.mx
enrezovi.de
enrezovi.es
enrezovi.fr

enrezovi.it
enrezovi.kr
enrezovi.net
enrezovi.org
enrezovi.tw
enrezovi.us
enrezovirx.co.uk
enrezovirx.com
enrezovirx.de
enrezovirx.es
enrezovirx.net
enrezovirx.org
enrezovirx.us
FREEPLAZOMICIN.COM
NEOGLYCOSIDE.COM
NEOGLYCOSIDE.INFO
NEOGLYCOSIDE.NET
NEOGLYCOSIDE.ORG
NEOGLYCOSIDES.COM
NEOGLYCOSIDES.INFO
NEOGLYCOSIDES.NET
NEOGLYCOSIDES.ORG
PLAZOMICIN.BIZ
PLAZOMICIN.CO
PLAZOMICIN.COM
PLAZOMICIN.INFO
PLAZOMICIN.MOBI
PLAZOMICIN.NET

PLAZOMICIN.ORG
PLAZOMICIN.US
PLAZOMICIN.WS
PLAZOMICINBLOG.COM
PLAZOMICINNOW.COM
PLAZOMICINONLINE.COM
PLAZOMICINS.COM
PLAZOMICINSHOP.COM
PLAZOMICINSITE.COM
PLAZOMICINSTORE.COM
PLAZOMICINSUCKS.COM
PLAZOMICINSUCKS.INFO
PLAZOMICINSUCKS.NET
PLAZOMICINSUCKS.ORG
rezevico.co.uk
rezevico.com
rezevico.de
rezevico.es
rezevico.net
rezevico.org
rezevico.us
rezevicorx.co.uk
rezevicorx.com
rezevicorx.de
rezevicorx.es
rezevicorx.net
rezevicorx.org
rezevicorx.us

THEPLAZOMICIN.COM
xemdri.com
xemdrirx.com
xemdro.co
xemdro.co.nz
xemdro.co.uk
xemdro.com
xemdro.com.br
xemdro.com.mx
xemdro.de
xemdro.es
xemdro.fr
xemdro.it
xemdro.kr
xemdro.net
xemdro.org
xemdro.us
xemdrorx.co.uk
xemdrorx.com
xemdrorx.de
xemdrorx.es
xemdrorx.net
xemdrorx.org
xemdrorx.us
zemdri.co
zemdri.co.nz
zemdri.co.uk
zemdri.com

zemdri.com.br
zemdri.com.mx
zemdri.de
zemdri.es
zemdri.fr
zemdri.it
zemdri.kr
zemdri.net
zemdri.org
zemdri.tw
zemdri.us
zemdrirx.co.uk
zemdrirx.com
zemdrirx.de
zemdrirx.es
zemdrirx.net
zemdrirx.org
zemdrirx.us
zemdro.co.uk
zemdro.com
zemdro.de
zemdro.es
zemdro.net
zemdro.org
zemdro.us
zemdrorx.co.uk
zemdrorx.com
zemdrorx.de

zemdrorx.es
zemdrorx.net
zemdrorx.org
zemdrorx.us
aboutxemdri.net
aboutxemdri.org
achaogenrsvp.com
achaogenspeakerbureau.com
achaogenspeakers.com
achaogenxemdri.net
achaogenxemdri.org
achaogenxemdri.us
akao-ruo.biz
akao-ruo.co
akao-ruo.com
akao-ruo.info
akao-ruo.io
akao-ruo.net
akao-ruo.online
akao-ruo.org
akao-ruo.store
akao-ruo.us
akaoxemdri.net
akaoxemdri.org
akaoxemdri.us
cutiandbsiinformation.com
cutiinformation.com
enrezovi.ch

enrezovi.cn
enrezovi.in
enrezovi.ru
xemdri.net
xemdri.org
xemdri.us
xemdrirx.net
xemdrirx.org
xemdrirx.us
xemdro.ch
xemdro.cn
xemdro.ru
xemdro.tw
zemdri.ch
zemdri.cn
zemdri.in
zemdri.ru

SCHEDULE 2.1(I)

CHAPTER 5 ACTIONS AND CLAIMS

1. Any and all claims against the Seller's Professionals retained in the Chapter 11 Case.

2. Any and all claims against the Seller's current and former officers, directors, employees and Service Providers, including, but not limited to, any and all claims against the Seller's employees who received prepetition retention payments including, but not limited to, those employees listed under Section C of the *Seller's Motion for Entry of an Order (I) Authorizing Implementation of a Key Employee Incentive Plan and a Key Employee Retention Plan, (II) Approving the Terms of the Seller's Key Employee Incentive Plan and Key Employee Retention Plan, and (III) Granting Related Relief*. [D.I. 27].

SCHEDULE 5.11(A)

CONTRACT AND CURE SCHEDULE

Part A

Contract Counterparty	Contract/Lease Title	Cure Amount ($)
Beckman Coulter, Inc.	Master services agreement	4,298
bioMerieux	Master services agreement	-
Blaine Healthcare Associates, Inc.	Consulting Agreement	-
Cardinal Health 105, Inc.	Exclusive Distribution Agreement	5,619
Dotmatics, Inc.	Hosted Software Agreement	19,790
EMH Consulting LLC	Consulting agreement	-
EUCAST	Master Services Agreement	-
Eurofins Lancaster Laboratories Inc	Master Services Agreement w/Amendments	16,642
Friedland Strategic Consulting, LLC	Consulting agreement	-
Hill & Hill Quality Associates, LLC	Consulting Agreement	-
Hospira, Inc.	Pfizer CenterOne Plazomicin Project Kalamazoo Statement of Work	-
Ionis Pharmaceuticals, Inc.	Ionis Pharmaceuticals, License Agreement	8,598
Jones Microbiology Institute, Inc.	Master Services Agreement	209,339
Laboratory Specialists, Inc.	Master Services Agreement	12,644
Lutz Wevelsiep	Consulting Agreement	5,034
Mast International Division	Master Services Agreement	19,616
PCI of Illinois	Commercial packing agreement	748
PPD Development	Analysis of Plazomicin SulfateDrug Product	47,818
Region Kronoberg	EUCAST & Region Kronoberg, Study Proposal	32,137
Remel, Inc.	Master Services Agreement - Thermo Fisher Scientific	78,000
Veeva System, Inc.	Managed Services	46,169
Total		**$ 506,452**

Part B

Contract Counterparty	Contract/Lease Title	Cure Amount ($)
Microgenics Corp	Collaborative Development and Commercialization Agreement	589,000
Pfizer, Inc.	Letter of Engagement	94,654
Total		**$ 683,654**

SCHEDULE 3.4

TITLE TO ASSETS, LIENS

None.

SCHEDULE 3.5

CLAIMS, LITIGATION AND DISPUTES

1. In June 2018, the FDA issued a complete response letter for the bloodstream infection (BSI) indication the Seller sought for plazomicin. In December 2018, the Seller filed a Formal Dispute Resolution Request (FDRR) with the FDA regarding the BSI indication for plazomicin. The Seller believes that the data submitted in the New Drug Application for plazomicin provides substantial evidence of efficacy in treating BSI and that plazomicin should be approved for the proposed BSI indication. The FDA denied the Seller's first-round FDRR and the Seller is evaluating its current options, including requesting a further meeting with the reviewing division or further pursuing our appeal.

SCHEDULE 3.6

GOVERNMENTAL AUTHORIZATIONS

1. FDA Approval to sell ZEMDRI in US
2. Federal Fish and Wildlife permit
3. HHS CDC Permit to Import Infectious Agents, Infectious Substances and Vectors
4. San Mateo County Hazardous Waste LGQ Permit
5. San Mateo County Medical Waste LGQ Permit
6. South San Francisco Business License
7. State licenses to sell medicines

Licensing State	License #	Expiration Date
Washington D.C.	DM1800093	4/30/2019
Maryland	D06193	5/31/2019
Oregon	M-0002972	6/30/2019
North Dakota	Whol1994	6/30/2019
Ohio	WVMF.01265710-020	6/30/2019
Michigan	5306005081	6/30/2019
Georgia	PHWH004288	6/30/2019
California	WLS7550	7/15/2019
Oklahoma	88-M-5210	7/31/2019
Vermont	39.0134131	7/31/2019
Tennessee	00004960	9/30/2019
Washington	PHWH.FX.60962015	9/30/2019
Texas	1002345	10/28/2019
Arizona	M001045	10/31/2019
Montana	PHA-WDD-LIC-50859	11/30/2019
Iowa	Pending	12/31/2019

South Dakota	600-2805	12/31/2019
North Carolina	1479	12/31/2019
Idaho	M45874	12/31/2019
Alabama	195479	12/31/2019
Louisiana	9050	12/31/2019
Mississippi	16596 / 16.4a	12/31/2019
New Jersey	5005332	1/31/2020
Pennsylvania	100003995	2/29/2020
Minnesota	461565	5/31/2020
Minnesota	364203	5/31/2020
Florida	4665	5/31/2020
West Virginia	MR0551640	6/30/2020
Nevada	WH02367	10/31/2020
Arkansas	WD04913	12/31/2020
New Mexico	WD00012268	12/31/2020
New York	36440	1/31/2021
Connecticut	CSM.0001252-OOS	No Expiration

SCHEDULE 3.8

CONTRACTS

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
1.	AB Sciex, LLC	Service Contract Quote	62510 Collections Center Drive		Chicago	IL	606936-0625
2.	ABC Consulting LLC	Consulting Agreement	1131 Ave F D Roosevelt		San Juan	Puerto Rico	
3.	Access Marketing & Communications dba Scrimmage	Master Service Agreement	60 South 6th Street	Suite 2800	Minneapolis	MN	55402
4.	Access TCA, Inc	Scope of Work	1 Main Street		Whitinsville	MA	1588
5.	Accretive Solutions - Northern California, Inc.	Permanent Placement Fee Agreement	17101 Armstrong Ave		Irvine	CA	92614
6.	Acorn NMR, Inc.	Master Services Agreement	7670 Las Positas Road		Livermore	CA	94551
7.	Active Cyber, LLC	Active Cyber, LLC, Master Service Agreement	5001 Spring Valley Road	Suite 230E	Dallas	TX	75244
8.	ADAMAS Consulting Group, Ltd	Consulting Agreement	7 Wellington Business Park		Crowthorne	UK	RG45 6LS
9.	Adaptive Insights, Inc.	Subscription Services Agreement	3350 W. Bayshore Road, Ste 200		Palo Alto	CA	94303
10.	Adesis, Inc.	Adesis, Inc., Master Services Agreement	27 McCullough Drive		New Castle	DE	19720
11.	Advanced Spectro Technologies, Inc.	Advanced Spectro Technologies, Inc., Master Services Agreement	2333 Verna Court		San Leandro	CA	94577
12.	Advocea LLC	Advocea,Consulting Agreement	2672 Bayshore Parkway, Ste 920		Mountain View	CA	94043
13.	Aerotek Inc	Aerotek Scientific, LLC, Services Agreement	3689 Collection Center Dr		Chicago	IL	60693
14.	AG Communications, LLC	AG Communications, LLC, Master Services Agreement	909 Church Hill Road		Fairfield	CT	6825
15.	Agilent Technologies, Inc.	Budget Quote	2850 Centerviell Road		Wilmington	DE	19808
16.	Airgas USA, LLC	Airgas, LLC, Equipment Sales Agreement	1495 Illnois St		San Francisco	CA	94107

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
17.	Albany Molecular Research, Inc.	Master Services Agreement	3065 Kent Avenue		West Lafayette	IN	47906
18.	Alexander Smith	Alexander Smith, Consulting Agreement	144712th Avenue		San Francisco	CA	94122
19.	Alison Lin	Alison Lin - Consulting Agreement (master)	315 Creedon Circle		Alameda	CA	64502
20.	Alturas Analytics, Inc.	Alturas, Archival Storage of CLP Study Documents 2019, SOW Q2089 CO #1, Quote 2930	1324 Alturas Drive		Moscow	ID	83843
21.	Amber Evanoff, LLC	Amber Evanoff, LLC, Consulting Agreement	2402 California Street, Apt 207		San Francisco	CA	94115
22.	Ami Patel	Ami Patel Master Consulting Agreement 03Jan19	9467 Martini Court		Dublin	CA	94568
23.	AMPAC Fine Chemicals, LLC	AMPAC Fine Chemicals, LLC, Master Services Agreement	Highway 50 and Hazel Avenue		Rancho Cordova	CA	95742
24.	AndersonBrecon, Inc.	Clinical Trial Supply Proposal	4545 Assembly Drive		Rockford	IL	61109
25.	Antibody Solutions	MSA Exhibit B, C, D	1130 Mountain View Alviso Rd		Sunnyvale	CA	94089
26.	Aon Risk Insurance Services West, Inc.	Aon Risk Services West, Engagement Letter	425 Market Street, Suite 280		San Francisco	CA	94105
27.	AP3 SF2 CT South LLC	AP3-SF2 CT South, LLC, Lease (Tower Place South San Francisco)	One Tower Place	Suite 225	South San Francisco	CA	94080
28.	Apex Life Sciences, LLC	Apex Life Sciences, Exhibit A Amendment 1	3750 Collections Center Drive		Chicago	IL	60693
29.	ARC Trinova Limited	ARC Trinova Limited, Master Services Agreement (BARDA)	Taylor Drive	Alnwick	Northumberland	UK	NE66 2DH
30.	Arvys Proteins, Inc.	Order Form	115 Technology Drive	Suite CP100	Trumbull	CT	6611
31.	AT&T Corporation	AT&T, Sales Order (Ethernet Private Line - 8946182)	208 South Akard Street		Dallas	TX	75202
32.	Audio Visual Design Group	Order Form	2143 E Francisco Blvd		San Rafael	CA	94901
33.	Automatic Data Processing, Inc.	Automatic Data Processing, Inc., Comprehensive Services Proposal	One ADP Blvd. Mail Stop 433		Roseland	NJ	7068

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
34.	Axway Inc	Subscription and Service Agreement	6811 E Mayo Blvd.,	Suite 400	Phoenix	AZ	85054
35.	Beatriz Alvarez, LLC	Novation for Consulting Agreement	1538 Magnolia Avenue		Millbrae	CA	94030
36.	Beckman Coulter, Inc.	Master services agreement	250 S Kraemer Blvd		Brea	CA	92821
37.	bioMerieux	Master services agreement	376 Chemin De L'Orme		Marcy L'Etoile	France	69 280
38.	Bistro Biotech Consulting, LLC	Bistro Biotech Consulting, Scientific Advisory Board Agreement Amendment 1	1086 Tullo Farm Road		Bridgewater	NJ	8807
39.	Blaine Healthcare Associates, Inc.	Consulting Agreement	4945 St. Thomas Drive		Fair Oaks	CA	95628
40.	BluePath Solutions Inc.	BluePath Solutions, Inc., Consulting Agreement	10951 West Pico Blvd	Suite 120	Los Angeles	CA	90064
41.	Box, Inc.	Service Order Box Licensing	900 Jefferson Ave		Redwood City	CA	94063
42.	Bristlecone, Inc.	Bristlecone, Inc., Consulting Agreement and Exhibit A	10 Almaden Blvd,	Suite 600	San Jose	CA	95113
43.	CARB-X	Achaogen_Research Subaward Agreement 4500002583_KC 2113	_		_	_	_
44.	Cardinal Health 105, Inc.	Exclusive Distribution Agreement	7000 Cardinal Place		Dublin	OH	43017
45.	CareFusion Solutions, LLC	MSA Work Order	25565 Network Place		Chicago	IL	60673-1255
46.	CareMetx LLC	CareMetx, Master Services Agreement, Statement of Work B (Copay Services)	6931 Arlington Road, Suite 308		Bethesda	MD	20814
47.	Case Western Reserve University	Master Services Agreement, Exhibit A	2061 Cornell Rd, Room 416		Cleveland	OH	44106-5083
48.	CD&E Consulting LLC	Consulting Agreement	1101 River Road		Hillsborough	NJ	8844
49.	Centers for Disease Control and Prevention	CDC, Material Transfer Agreement	222 S. Central Avenue, Suite 1008		Saint Louis	MO	63105
50.	Certara USA, Inc.	MSA	222 S. Central Avenue, Suite 1008		Saint Louis	MO	63105

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
51.	ChemShuttle, Inc.	ChemShuttle, Inc., Master Services Agreement	3916 Trust Way		Hayward	CA	94545
52.	Clarivate Analytics, LLC	Clarivate, 2018 Renewal	1500 Spring Garden, Fourth Floor		Philadelphia	PA	19130
53.	Clarke Consulting Incorporated	Clarke Consulting Incorporated, Letter of Engagement (IT)	8605 Santa Monica Blvd # 19613		Los Angeles	CA	90069
54.	ClearLight Diagnostics, LLC	ClearLight Diagnostics, LLC, Master Services Agreement	428 Oakmead Parkway		Sunnyvale	CA	94085
55.	Cli-Metrics Service Company, Inc	Maintenance Proposal	382 Martin Ave		Santa Clara	CA	95050
56.	Clinical Care Options, LLC	Grant Agreement	12001 Sunrise Valley Drive	Suite 300	Reston	VA	20191
57.	Clinical Pharmacovigilance Consulting, LLC	Clinical Pharmacovigilance Consulting, Consulting Agreement (RaheelaSteiner) Amendment 3	260 Oakview Drive		San Carlos	CA	94070
58.	Command Central	IntraMed and Command Central, MSA Exhibits	230 Park Avenue South		New York	NY	10003
59.	Computer Science Corporation	Computer Science Corporation, Renewal letter 2018-2019	_		_	_	_
60.	Com-Strat, LLC	Com-Strat, LLC, Consulting Agreement	1176 Starr Avenue		St. Helena	CA	94574
61.	Concur Technologies, Inc.	Order Form	601 108th Avenue, NE Suite 1000		Bellevue	WA	98004
62.	Connor Group Global Services, LLC	Engagement Letter	3979 Freedom Cir #700		Santa Clara	CA	95054
63.	Contract Source Interiors	Service Agreement	_		_	_	_
64.	Core Diagnostics, Inc.	MSA Exhibit A	3535 Breakwater Avenue		Hayward	CA	94545
65.	Covance Central Laboratory Services LP	Master Services Agreement w/Amendments	PO Box 820824		Philadelphia	PA	19182
66.	CVPartners, Inc.	Contingency Recruiter Agreement	7076 Solutions Center		Chicago	IL	60677-7000
67.	Cynthia Elkins	Consulting Agreement and Exhibit A	595 Church Street		Mountainview	CA	94041

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
68.	Dante Ricci, Ph.D	Dante Ricci, Ph.D, Consulting Agreement	5426 Plumas Ave		Richmond	CA	94804
69.	David van Duin, M.D.	David van Duin, M.D., Consulting Agreement	2521 Buxton Court		Chapel Hill	NC	27514
70.	DavosPharma	Master Services Agreement	600 E. Crescent Avenue		Upper Saddle River	NJ	7458
71.	Definitive Healthcare, LLC	License Agreement	550 Cochituate Road	Unit 4	Framingham	MA	1701
72.	Deloitte Consulting LLP	AMS Engagement Letter	4022 Sells Drive		Hermitage	TN	37076
73.	DGA Architech Inc	Service Agreement - 4th Floor Formulation	550 Elis Street		Mountain View	CA	94043
74.	Distance Learning Providers, Inc.	Distance Learning Providers, Inc., MSA Exhibit A	800 Wilshire Blvd	Suite 200	Los Angeles	CA	90017
75.	DocuSign, Inc.	DocuSign, Order Form	221 Main St #1550		San Francisco	CA	94105
76.	Dohmen Life Science Services, LLC	Statement of Work	24740 Network Place		Chicago	IL	60673-1247
77.	Dotmatics, Inc.	Hosted Software Agreement	Windhill		Bishop's Stortford	United Kingdom	CM 23 2ND
78.	Dr. Andrew Shorr	Dr. Andrew Shorr, Consulting Agreement	9005 Cherbourg Dr		Potomac	MD	20854
79.	DR/Decision Resources, LLC	License Agreement	100 District Avenue	Suite 213	Burlington	MA	1803
80.	dtw Research, Inc.	Subscription Letter	4812 First Coast Hwy		Fernandina Beach	FL	32034
81.	d-Wise Technologies, Inc.	d-Wise Technologies, Inc., Master Services Agreement and SOW 1	1500 Perimeter Park Dr Suite 150		Morrisville	NC	27560
82.	Dymaxium Healthcare Innovations, Ltd.	Master Service Agreement and SOW	180 John Street	Suite 214	Toronto	Canada	M5T 1X5
83.	EAN Services, LLC	EAN Services, LLC, Participation Addendum	–		–	–	–
84.	Educational Resource Systems, Inc.	ERS - Statement of Work #3 (OPAT)	2 Bridge Avenue	Suite 623	Red Bank	NJ	7701
85.	Eliana Saxon Armstrong	Eliana Saxon Armstrong, Consulting Agreement	–		–	–	–

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
86.	Elsevier Office of Continuing Medical Education	Grant Agreement	1600 John F. Kennedy Blvd, Ste # 1800		Philadelphia	PA	19103
87.	EMH Consulting LLC	Consulting agreement	17 Smith Avenue		Lexington	MA	2421
88.	Engine Room Consulting Services, Inc	Outsourcing Services Agreement	4725 First Street		Pleasanton	CA	94566
89.	Erika Ammirati	Erika Ammirati, Consulting Agreement	575 Shirlynn Court		Los Altos	CA	94022
90.	ESTEVE QUIMICA, SA	MSA GMP & Exhibits	AVDA, MARE DE DEU DE MONTSERRAT, 12		Barcelona	Spain	8024
91.	EUCAST	Master Services Agreement	–		–	–	–
92.	Eurofins Lancaster Laboratories Inc	Master Services Agreement w/Amendments	2425 New Holland Pike		Lancaster	PA	17601
93.	European Congress of Clinical Microbiology and Infectious Diseases	Invoice	–		–	–	–
94.	Experimentica Ltd.	MSA Exhibit B	Microkatu 1	Kuopio	Kuopio	Finland	70211
95.	Explora BioLabs A California Corporation	Vivarium Service Agreement	11175 Flintkote Avenue	Suite B	San Diego	CA	92121
96.	Fabbrica Lombarda Amino Acid, S.P.A.	Fabbrica Lombarda Amino Acid, S.P.A., Master Service Agreement Exhibit A	–		–	–	–
97.	FFF Enterprises, Inc.	ZEMDRI Returns Exception Letter (Wesley)	PO Box 840150		Los Angeles	CA	90084-0150
98.	Fisher Clinical Services, Inc.	Fisher Clinical Services, Inc., Master Services Agreement	–		–	–	–
99.	Flagship Facility Services, Inc.	Flagship Facility Services, Services Agreement Exhibit A Amendment 1	1050 N 5th Street		San Jose	CA	95112
100.	Foundry & Lux	Event Agreement	151 Oyster Point Blvd		South San Francisco	CA	94080
101.	Frank Rimerman + Co., LLP	MCA Work Order 2	Dept 2626	PO Box 39290	Los Angeles	CA	90039-0290

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102.	FreeThink Technologies, Inc.	FreeThink Technologies, Inc., Master Services Agreement	–		–	–	–
103.	Friedland Strategic Consulting, LLC	Consulting agreement	52 Golden Aster Court		Brisbane	CA	94005
104.	Full Service Technology Solutions, Inc.	MSA	44061 Old Warm Springs Blvd.		Fremont	CA	94536
105.	Gary Fujimoto	Purchase Order	20 Farm Road		Los Altos	CA	94024
106.	George Miller, PhD	George Miller, PhD, Consulting Agreement Exhibit A Amendment 1	855 Partridge Ave		Menlo Park	CA	94025
107.	Global Healthcare Exchange (Vendormate)	Global Healthcare Exchange (Vendormate), Master Services Agreement	1315 W Century Drive, Suite 100		Louisville	CO	80027
108.	Good Apple Publishing, LLC	Good Apple Digital, LLC, Master Services Agreement	200 Park Avenue South	Suite 1501	New York	NY	10003
109.	Greenleaf Health, Inc.	Greenleaf, Professional Services Agreement	1055 Thomas Jefferson St NW, Suite 450		Washington	DC	20007
110.	Groupaya, Inc.	Retainer Agreement	424 Alvarado Street		San Francisco	CA	94114
111.	Hartford Hospital	Hartford Hospital, MSA Exhibit G Amendment 1	80 Seymour Street		Hartford	CT	6102
112.	HawkPartners LLC	HawkPartners, LLC, Consulting Agreement	101 Huntington Ave, Suite 2201		Boston	MA	2199
113.	Heritage Global Partners, Inc.	Heritage Global Partners, Inc., Exclusive Auction Agreement	–		–	–	–
114.	Highpoint Solutions, LLC	Managed Services	301 E Germantown Pike		East Norriton	PA	19401
115.	Hill & Hill Quality Associates, LLC	Consulting Agreement	20643 Crow Creek Rd., Suite 100		Castro Valley	CA	94552
116.	Hire Power Professional Services	Hire Power, Consultant Staffing Agreement Exhibit A (Feng Jin)	41207 N Panther Creek Trail		Anthem	AZ	85086
117.	Hospira, Inc.	Pfizer CenterOne Plazomicin Project Kalamazoo Statement of Work	PO Box 100539		Atlanta	GA	30384-0539

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118.	Hovione International Limited	Work Plan C-04 A#1	Sete Casas 2674-506		Loures	PT	2674-506
119.	HPM Systems, Inc.	HPM Systems Inc., Quote 218272 (Calibration Services 2018-2019)	70 Saratoga Ave., Suite 200		Santa Clara	CA	95051
120.	Hypha Discovery Limited	Hypha Discovery Limited, Master Services Agreement	957 Buckingham Avenue		Slough	United Kingdom	SL1 4NKL
121.	Ian Wilding Associates Limited	Consulting Agreement Exhibit A	10Glebe Street	Beeston	Nottingham, Notts	GB	NG9 1BZ
122.	ibacon GmbH	ibacon GmbH, Master Services Agreement	Arheilger Weg 17		Rossdorf	DE	64380
123.	Icagen, Corp.	MSA Exhibit F	1900 Glades Road , Suite 265		Boca Raton	FL	33431
124.	Icon Clinical Research Ltd-Ireland	Master Services Agreement	South County Business Park, Carmanhall and Leopardstown		Dublin	Ireland	18
125.	Impact Clinical, LLC	Impact Clinical, Exhibit F Amendment 2	1835A South Centre City Pkwy		Escondido	CA	92025
126.	Institut fuer biologische Analytik und Consultin IBACON GmbH	ibacon, Master Services Agreement Exhibit A	Arheilger Weg 17		Rossdorf	DE	64380
127.	Institute for Clinical Pharmacodynamics, Inc.	ICPD, MSA Exhibit T Amendment 2	242 Broadway	Suite 101	Schenectady	NY	12305
128.	Intelligize, Inc.	Intelligize, Inc., Order Form	1920 Association Drive, Suite 200		Reston	VA	20191
129.	IntelliSyn Pharma, Inc.	Internap, Inc., Master Services Agreement	7171 Frederick-Banting	Laboratory 3314	Montreal	Canada	H4S 1Z9
130.	International Health Mgt Associates, Inc.	Master Services Agreement	2122 Palmer Drive		Schaumburg	IL	60173
131.	Ionis Pharmaceuticals, Inc.	Ionis Pharmaceuticals, License Agreement	2855 Gazelle Court		Carlbad	CA	92010
132.	IQVIA AG	IQVIA, Statement of Work (ZEMDRI Wave 1 ATU)	100 IMS Drive		Parsippany	NJ	7054
133.	JadeBio, Inc.	JadeBio, Inc., Master Services Agreement	505 Coast Blvd South, Ste 310		La Jolla	CA	92037
134.	JAMES A. POLLI , PHD, RPH	Consulting Agreement	12115 Frederick Road		Ellicott City	MD	21042

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135.	JH Technologies	Service/Repair Estimate	213 Hammond Ave		Fremont	CA	94539
136.	Jochum Shore & Trossevin PC	Engagement Letter	1100 H Street NW	Suite 410	Washington	DC	20005
137.	Jones Microbiology Institute, Inc.	Master Services Agreement	345 Beaver Kreek Centre, Suite A		North Liberty	IA	52317
138.	JSJD Media LLC	JSJD Media, LLC d/b/a Association Revenue Partners, Master Services Agreement	500 N Central Expressway,	Suite 231	Plano	TX	75074
139.	KBA Docusys, Inc	KBA Docusys, Lease and Maintenance Agreement	PO Box 41602		Philadelphia	PA	19101-1602
140.	Kindle Communications, LLC	Kindle Communications, LLC, Master Services Agreement	168 N. Clinton Street	6th Floor	Chicago	IL	60661
141.	Kirksville Web Design	Kirksville Web Design, Master Services Agreement	–		–	–	–
142.	Kovarus, Inc.	Contingency Recruiter Agreement	2000 Crow Canyon Pl # 250		San Ramon	CA	94538
143.	KPMG	Startup Services Engagement Letter	3 Chestnut Ridge Road		Montvale	NJ	7645
144.	Kristie Kooken	Kristie Kooken, Consulting Agreement	5160 Diamond Heights	Blvd, C101	San Francisco	CA	94131
145.	Kristin Lowland Lanzi	Kristin Lanzi, Consulting Agreement	162 Dorado Ter		San Francisco	CA	94112
146.	Kurzweil and Associates	Consulting Agreement Exhibit A Amendment 1	204 Riviera Dr.		San Rafael	CA	94960
147.	Laboratorio Hidalgo	Laboratorio Hidalgo, Clinical Trial Agreement Amendment 2	–		–	–	–
148.	Laboratory Specialists, Inc.	Master Services Agreement	26214 Center Ridge Road		Westlake	OH	44145
149.	LabWorks Equipment Service, Inc.	Service Proposal	102 Hamilton Drive, Ste. B		Novato	CA	94949
150.	Lhasa Limited Registered Office	Variations Agreement	Granary Wharf house		Leeds	UK	
151.	Ligand Pharmaceuticals	Crystal Bioscience, Inc., Collaboration Agreement	5980 Horton Street, Suite 405		Emeryville	CA	94608

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
152.	Lindquist, LLP	Lindquist, LLP, 401k Engagement Letter	5000 Executive Parkway, Suite 400		San Ramon	CA	94583
153.	Little Rumble	Little Rumble, Master Services Agreement	59 Monte Vista Avenue		Oakland	CA	94611
154.	Lucy-Panganiban-Lustan	Lucy Panganiban-Lustan, Consulting Agreement	5527 Bordeaux Court		Vallejo	CA	94591-6308
155.	Lutz Wevelsiep	Consulting Agreement	Rotstauden 7		Steinen	Germany	79585
156.	Macromoltek, Inc.	Macromoltek, Inc., Master Services Agreement and Exhibit A	2110 Hartford Road		Austin	TX	78703
157.	MAD-ID	Grant Request	537 Calico Retreat		Mount Pleasant	SC	29464
158.	Mary Poulhazan	Mary Poulhazan, Consulting Agreement	2960 Rollingwood Drive		San Bruno	CA	94066
159.	Mason Professional Services, LLC	Mason Professional Services, LLC, Consulting Agreement	PO Box 170280		Chicago	IL	60617
160.	Mast International Division	Master Services Agreement	Mast House, Derby Road, Bottle		Merseyside	United Kingdom	L20 1EA
161.	Master Control Inc.	End User License Agreement	6350 South	Suite 300 East	Salt Lake City	UT	84121
162.	Maxygen	Maxygen, Bill of Sale	_		_	_	_
163.	Medical Communication Technologies, Inc	IntegriChain, Inc., MSA and Project Addendum	201 South Maple Avenue		Ambler	PA	19002
164.	Medical Media Services, Inc.	Medical Media Services, Inc., Master Services Agreement	43 Briarcliff Rd.		Larchmont	NY	10538
165.	Medscape, LLC	Grant Agreement	12186 Collections Center Drive		Chicago	IL	60693
166.	Metrohm USA, Inc.	Material Transfer Agreement	6555 Pelican Creek Circle		Riverview	FL	33578
167.	Michael Fischbach, PhD	Michael Fischbach, PhD, Consulting Agreement	950 Casanueva Place		Stanford	CA	94305
168.	Michael Jung, PhD	Michael Jung, Ph.D, Consulting Agreement, Exhibit C	2335 Manning Avenue		Los Angeles	CA	90064
169.	Michal Nowicki	Michal Nowicki, Consulting Agreement	Borelowskiego 9 m.5		Czestochowa	Poland	PL42-218

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
170.	Microgenics Corp	Collaborative Development and Commercialization Agreement	46500 Kato Road		Fremont	CA	94538
171.	Micron Research Limited	The Micron Group Ltd, Master Services Agreement	Alexander House, 38 Forehill		Cambridgshire	GB	CB7 4AF
172.	Microsoft Corporation	Microsoft, Volume Licensing Customer Price Sheet-0737229.001	One Microsoft Way		Redmond	WA	98052-6399
173.	MidWinter Solutions Limited	MidWinter Solutions Limited, Master Service Agreement	10 Granary Wharf Business Park	Wetmore Rd, Burton-on-Trent	Stratfordshire	UK	DE14 1DU
174.	Mimecast North America, Inc.	Mimecast (SHI), Quote 15786673	480 Pleasant Street	Suite C10	Watertown	MA	2472
175.	Modality Solutions, LLC	Modality Solutions, LLC., Master Services Agreement	1238 Mossy Oak Drive		League City	TX	77573
176.	Moss Adams LLP	2018 SOX Compliance Engagement Letter	101 2nd St Suite 900		San Francisco	CA	94105
177.	Motus, LLC	Order Form - Reimbursement Solution	Two Financial Center, 60 South Street	12th Floor	Boston	MA	2111
178.	MPI Research, Inc.	Archived Materials Report	54943 N Main St.		Mattawan	MI	49071
179.	Napoleone Ferrara, MD	Napoleone Ferrara, SAB Amendment 1	550 Front Street, # 1103		San Diego	CA	92101
180.	National Institute of Allergy and Infectious Diseases	National Institute of Allergy and Infectious Diseases, Division of Microbiology and Infectious Diseases	_	_	_	_	_
181.	National Institutes of Health	National Institutes of Health, NIH Registration Form	_	_	_	_	_
182.	NDA Regulatory Development, Inc.	Consulting agreement	One Broadway, 14th Floor		Cambridge	MA	2142
183.	New Cingular Wireless PCS, LLC	Service Agreement	_	_	_	_	_
184.	Nexus Contingent Workforce	Nexus Contingent Workforce, Services Agreement	4901 Morena Blvd, Suite 122		San Diego	CA	92117
185.	Nine41 Consulting, Inc.	Consulting Quote	2518 E. Lincoln Lane		St. George	UT	84790

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
186.	Nor-Cal Moving Services	NorCal Moving - 4th Floor Consolidation Move	3129 Corporate Place		Hayward	CA	94545
187.	Novome Biotechnologies, Inc.	Novome, Bill of Sale	_		_	_	_
188.	Nuventra, Inc.	Nuventra, Inc., Master Services Agreement	_		_	_	_
189.	Okta, Inc.	Okta, Master Subscription Agreement	301 Brannan Street		San Francisco	CA	94107
190.	Opats LLC	OPATS LLC, Master Services Agreement	31829 RANCHO VISTA ROAD		Temecula	CA	92592
191.	Operational Compliance Solutions, LLC	OCS - Consulting Agreement Exhibit B	506 Blair Ave.		Piedmont	CA	94611
192.	Optiva Biotechnology	Opus Regulatory, Inc., Consulting Agreement Exhibit A Amendment 3 (Nancy Nazari) (agp102557) 27Feb19_FE	245 1st Street, 18th Floor		Cambridge	MA	2142
193.	Orvera Scientific Ltd.	Consulting Agreement	38 Eaton Avenue		Toronto	Canada	M4J 2Z5
194.	Paradigm Structural Engineers, Inc.	Consulting Agreement	639 Front Street	4Th Floor	San Francisco	CA	94111
195.	Parexel International, LLC	Parexel, Service Agreement Exhibit H Amendment 1	The Quays, 101-105 Oxford Road		Uxbridge	UK	UB8 1LZ
196.	Patricia Nash	Consulting Agreement Amendment 2	675 29th Ave		San Mateo	CA	94403
197.	Paul B. Watkins, Inc.	Paul B. Watkins, Consulting Agreement Exhibit B	116 Carolina Ave		Chapel Hill	NC	27514
198.	PCI of Illinois	Commercial packing agreement	Baarerstrasse 113a		ZUG	CH	6300
199.	PerkinElmer Informatics, Inc.	Service Estimate EM56162	710 Bridgeport Ave		Shelton	CT	6484
200.	Pfizer, Inc.	Letter of Engagement	235 East 42nd Street		New York	NY	10017
201.	Pharmacology Discovery Services Services Taiwan, Ltd.	Statement of Work	_		_	_	_
202.	PharmaLex GmbH	Consulting Agreement	Bahnstrabe 42-46		Friedrichsdorf	Germany	61381

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
203.	Pharm-Olam International, Ltd	Pharm-Olam International, Ltd, Master Services Agreement	450 N. Sam Houston Parkway #250		Houston	TX	77060
204.	PM Biosolutions, Inc	PM Biosolutions, Consulting Agreement, Exhibit D	86 Keith Street		St. Augustine	FL	32084
205.	Politico LLC	Service Agreement	1000 Wilson Blvd		Arlington	VA	22209
206.	Powered Research LLC	MSA Exhibit B	PO Box 14466		RTP	NC	27709
207.	PPD Development	Analysis of Plazomicin SulfateDrug Product	26361 Network Place		Chicago	IL	60673
208.	Prashant Donthamsetti	Consulting Agreement Exhibit A	442 Cavour St.		Oakland	CA	94618
209.	PrimeVigilance Limited	Master service agreement	26-28 Frederick Sanger Road		Guilford, Surry	UK	GU2 7YD
210.	Princeton Search, LLC	Service Agreement and SOW Amendment #1	23 Orchard Rd, Suite 103		Skillman	NJ	8558
211.	ProCE, Inc.	Grant Agreement - CME	848 W. Bartlett Road	Suite 3E	Bertlett	IL	60103
212.	Protiviti Inc.	Consulting agreement	2884 Sand Hill Road, Suite 200		Menlo Park	CA	94025
213.	Quintara Discovery, Inc.	Quintara Discovery, Inc., MSA Amendment 1	969-G Edgewater Blvd. # 695		Foster City	CA	94404
214.	Quintiles IMS Incorporated	Quintiles IMS, Pricing Insights Proposal	4820 Emperor Blvd		Durham	CT	27703
215.	Red House Consulting, LLC	Red House Consulting, LLC, Scope of Work 2018	2830 Russell Street		Berkeley	CA	94705
216.	Reed Smith, LLP	Letter of Agreement	101 2nd St #1800		San Francisco	CA	94105
217.	Rees Scientific	Rees Scientific, Environmental Monitoring -Quote 70094RQ2	1007 Whitehead Road Ext		Trenton	NJ	8638
218.	Region Kronoberg	EUCAST & Region Kronoberg, Study Proposal	Nygatan 20, 352 31		Vzxjo	Sweden	351 85
219.	Remel, Inc.	Master Services Agreement - Thermo Fisher Scientific	12076 Santa Fe Trail Drive		Lenexa	KS	66215
220.	ResearchTriangle Institute dba RTI International; RTI Health Solutions	RTI Health Solutions, Master Service Agreement Exhibit A	PO Box 121294		Research Triangle Park	NC	27709

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
221.	Resources Connection Inc.	Master Services Agreement, Exhibit A	17101 Armstrong Avenue, Suite 100		Irvine	CA	92614
222.	RevHealth, LLC	RevHealth, LLC, Consulting Agreement Exhibit B	55 Bank Street		Morristown	NJ	7960
223.	Right Management, Inc	Right Management, Master Services Agreement	24677 Network Place		Chicago	IL	60673-1246
224.	Rock Solid Meetings and Events	Consulting Agreement Exhibit B Amendment #1	321 High School Rd, Suite D3 / 103		Bainbridge Island	WA	98110
225.	S. Hanessian Consultants, Inc.	S. Hanessian Consultants Inc., Consulting Agreement Exhibit B	65 Gables Court		Beaconsfield	Canada	H9W 5H3
226.	SADA Systems, Inc.	Ordering Document	5250 Lankershim Blvd #620		North Hollywood	CA	91601
227.	Sana Biotechnology, Inc.	Sana Biotech, Notice of Term Commencement	_		_	_	_
228.	SAS Institute, Inc.	SAS Institute, Inc., MLA Amendment 2 to Services Supplement #3	100 SAS Campus Drive		Cary	NC	27513
229.	Savills Studley, Inc.	Project Advisory Services Agreement	150 California Street, 14th Floor		San Francisco	CA	94111
230.	SC Builders, Inc.	Service Agreement TI Mavericks Conference Room Change Order #1	910 Thompson Place		Sunnyvale	CA	94085
231.	Schoenherr Consulting, LLC	Schoenherr Consulting, LLC, Consulting Agreement	1 Hawthorne Street	18D	San Francisco	CA	
232.	Science Exchange Inc.	Master Services Agreement	555 Bryant Street	Suite 939	Palo Alto	CA	94301
233.	Scout RFP, Inc.	Scout RFP, Order Form 2	318 Brannan Street,	Floor 1	San Francisco	CA	94107
234.	Sequoia Consulting Group, LLC	Consulting Agreement Exhibit A Amendment 1	125 N. Acacia Ave	Suite 101	Solana Beach	CA	92075
235.	SeraCare Life Sciences, Inc.	SeraCare Life Sciences, Inc., Master Services Agreement	37 Birch St		Milford	MA	1757
236.	Shahriar Mobashery	Chemistry Advisory Board Meeting Agreement - Shahriar Mobashery	14542 Heatherton Dr.		Granger	IN	46530
237.	Shanghai Medicilon Inc.	MSA Exhibit D	585 Chuanda Road		Shanghai	China	201299

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
238.	Shuang Wu	Shuang Wu, Consulting Agreement	411 Imperial Dr		Pacifica	CA	94044
239.	Simon-Kucher & Partners, LLC	Simon-Kucher & Partners, LLC, Master Services Agreement	One Canal Park		Cambridge	MA	2141
240.	Simulations Plus, Inc.	Consulting Agreement and Exhibit A	42505 Tenth Street West		Lancaster	CA	93534
241.	Sky Insurance Technologies, LLC	Sky Insurance Technologies, Services Agreement	18 Interchange Blvd	Suite A	Greenville	SC	29607
242.	Slack Technologies, Inc.	Slack Technologies, Inc, Renewal	6900 Grove Rd		Thorofare	NJ	8086
243.	Society of Infectious Diseases Pharmacists	Purchase Order	1300 Wilson Blvd., Suite 300		Arlington	VA	22209
244.	Softworld, Inc.	SoftWorld, Inc._MSA Exhibit R (AGR10546) 08MAR19_FE	281 Winter Street, Suite 301		Waltham	MA	2451
245.	SP Scientfic	Service Agreement	PO Box 48330		Newark	NJ	7101
246.	Spanning Cloud Apps LLC	Subscription Agreement	33117 Collection Center Drive		Chicago	IL	60693
247.	SRI International	SRI International, MSA Task Order 9	333 Ravenswood Ave		Menlo Park	CA	94025
248.	Steeprock, Inc.	SteepRock, Inc., Statement of Work	67 Lower Church Hill Road		Washington	CT	6794
249.	Stevens, Blair & Company LLC	Stevens, Blair and Company, LLC, Consulting Agreement, Exhibit B	1660 Summerhouse Lane #702		Sarasota	FL	34242
250.	Stock & Option Solutions, Inc.	Stock & Options Solutions, MSA Exhibit A	1475 S. Bascom Ave.	Suite 203	Campbell	CA	95008-0603
251.	Strickland Quality Assurance Ltd	Consulting agreement	Windswept, Holywell, St Ives		Cambridgeshire	United Kingdom	PE27 4TQ
252.	Sundia Meditech Company, Ltd.	MSA Exhibit H	Blding 8, 249 Faladi Road, Pilot Free Trade Zone		Shanghai	CN	201203
253.	Switch, Ltd.	Order Form	6795 S. Edmond St.		Las Vegas	NV	89118
254.	Sygnature Discovery Limited	Sygnature Discovery Limited, Master Services Agreement	Biocity		Nottingham	GB	NG1 1GF
255.	Takmos LLC (dba Renee C Hartsook)	Takmos LLC, Consulting Agreement Exhibit A	4744 Telephone Road	Ste. 3-195	Ventura	CA	93003

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
256.	Teem Technologies, Inc	Teem Technologies, Inc., Renewal Agreement (AGR10533) 28Feb19_FE	224 South 200 West suite 100		Salt Lake City	UT	84101
257.	Tervela, Inc.	Tervela, Cloud FastPath Addendum 1 Order Form Subscription Renewal	50 Milk Street		Boston	MA	2109
258.	The Big Quiz Thing, LLC	The Big Quiz Thing, LLC, Performance Agreement	28 2ns Street, 3rd Floor		San Francisco	CA	94105
259.	The Hibbert Company	Master Services Agreement Exhibit A	400 Pennington Ave		Trenton	NJ	8618
260.	The Lyndon Group, LLC	Lyndon Group MSA and Exhibit A	220 Newport Center Dr	#11-529	Newport Beach	CA	92660
261.	The McMahon Group LLC	McMahon Group, Master Services Agreement, Exhibit A	545 West 45th Street - 8th Floor		New York	NY	10036-3409
262.	The McManus Group, LLC	Consulting Agreement	610 10th ST NW, Suite 300		Washington	DC	20001
263.	The Piras Group	The Piras Group, Master Services Agreement	231 Marketplace, #534		San Ramon	CA	94583
264.	Thermo	Statement of Work	12088 Collections Center Drive		Chicago	IL	60693
265.	Thesaurus Information & Strategies, Inc.	Thesaurus Information & Strategies, Inc., MSA Exhibit A Amendment 1	885 North San Antonio Road		Los Altos	CA	94022
266.	Thomas Silhavy	Thomas Silhavy, SAB Amendment 1	22 Van Doren Way		Belle Mead	NJ	8502
267.	TM Consulting Services LLC	TM Consulting Services, Consulting Agreement Exhibit A Amendment 2	426 Antelope Drive		Sedona	AZ	86336
268.	Total Renal Research Inc.	Total Renal Research, Inc. d/b/a DaVita Clinical Research_Exhibit A (AGR10537) 22FEB19_FE	21602 Vermont Ave		Torrance	CA	90502
269.	Tracelink, Inc.	Enterprise Agreement	400 Riverpark Drive, Suite 200		North Reading	MA	1864
270.	TransPerfect Global, Inc.	Master Service Agreement	3 Park Avenue, 39th Floor		New York	NY	10016

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
271.	Trinity Partners, LLC	Trinity Partners, LLC, Consulting Agreement Amendment 1	230 Third Avenue		Waltham	MA	2451
272.	Two Labs Marketing, LLC	Independent Contractor Agreement	110 Riverbend Ave		Powell	OH	43065
273.	U.S. Department of Veterans Affairs	VA, Cooperative Research and Development Agreement (CRADA)	PO Box 76, Bldg. 37	1st Ave, North of Cermak Road	Hines	IL	60141
274.	Unanet, Inc.	License Proposal	22970 Indian Creek Drive	Suite 200	Dulles	VA	20166
275.	University of Houston	University of Houston, Material Transfer Agreement	–		–	–	–
276.	University of Kentucky	University of Kentucky (Burgess), Material Transfer Agreement	–		–	–	–
277.	University of Pittsburgh	University of Pittsburgh, Investigator Initiated Research Agreement	116 Atwood Street, Suite 201		Pittsburgh	PA	15260
278.	University of South Florida Board of Trustees	University of South Florida Board of Trustees, Material Transfer Agreement	3702 Spectrum Blvd, Suite 165		Tampa	Fl	33612
279.	UpCounsel Inc	UpCounsel, Inc._Exhibit A Amendment No. 1_21Feb19	275 Sacramento Street, 3rd Floor		San Francisco	CA	94105
280.	Validated Cloud Inc.	Validated Cloud, Order Form #20171221-00	330 Bear Hill Road, Ste 205		Waltham	MA	2451
281.	Veeva System, Inc.	Managed Services	4280 Hacienda Drive		Pleasanton	CA	94588
282.	Venture Technologies	Consulting Agreement and Exhibit A	Dept 2357 PO Box 11407		Birmingham	AL	35246
283.	Veolia ES Technical Solutions	Environmental Services Agreement	1125 Hensley St		Richmond	CA	94801
284.	Vertical Ergonomics	Vertical Ergonomics, Consulting Agreement Exhibit A Amendment 1	476 Ridgecrest Circle		Livermore	CA	94551
285.	Viva Biotech (Shanghai) Ltd	Viva Biotech (Shanghai), Master Services Agreement	334 Aidisheng Rd. High-Tech Park		Zhangjiang	China	201203
286.	Wemberly Scientific, Inc.	Wemberly Scientific, Inc., Consulting Agreement	–		–	–	–

#	Contract Counterparty	Contract/Lease Title	Address 1	Address 2	City	State	Zip
287.	Workday, Inc.	MSA Order Form 00131021.0	6230 Stoneridge Mall Rd		Pleasanton	CA	94588
288.	Xtelesis Corporation	Xtelesis Corporation (VOIP)	PO Box 712269		Cottonwood Heights	UT	84171
289.	Yourway Transport, Inc.	Yourway Transport, Inc. - SOW	6681 Snowdrift Road		Allentown	PA	18106
290.	Zendesk, Inc.	Zendesk, 2018 Renewal	1019 Market St		San Francisco	CA	94103
291.	Zoom Video Communications, Inc.	Zoom, Renewal 2018-2019 AmendmentQ274574	55 Almaden Blvd., Suite 600		San Jose	CA	95113
292.	ZS Associates, Inc.	ZS Associates Inc. Consulting agreement Exhibit K Amendment 1 (Judith Kulich)_	400 South El Camino Real		San Mateo	CA	94402
293.	Mayo Foundation	Collaboration Agreement	_		_	_	_
294.	John Hoskins	Consulting agreement	_		_	_	_
295.	Atreca, Inc.	Consent to Sublease Agreement	_		_	_	_
296.	Oracle America, Inc.	Ordering Document	_		_	_	_

SCHEDULE 3.9(A)

COMPANY OWNED INTELLECTUAL PROPERTY, COMPANY USED INTELLECTUAL PROPERTY AND IP AGREEMENTS

Company Owned Intellectual Property

Please see Schedule 2.1(c), which information set forth therein is incorporated herein by reference.

Company Used Intellectual Property

1. License Agreement, dated as of January 25, 2006, by and between Achaogen, Inc. and Ionis Pharmaceuticals, Inc.

2. In the ordinary course of entering into agreements with our vendors, research collaborators and other business partners, the Seller grants and receives certain limited licenses to Intellectual Property related to or arising from such agreements.

IP Agreements

1. Consulting Agreement, dated as of November 22, 2016, by and between Achaogen, Inc. and Venture Technologies.

2. End User License Agreement, dated as of September 1, 2017, by and between Achaogen, Inc. and Master Control Inc.

3. G Suite Ordering Document 100 Enterprise Licenses, dated as of July 31, 2017, by and between Achaogen, Inc. and SADA Systems, Inc.

4. G Suite Ordering Document 50 Enterprise Licenses, dated as of April 11, 2018, by and between Achaogen, Inc. and SADA Systems, Inc.

5. License Agreement, dated as of January 25, 2006, by and between Achaogen, Inc. and Ionis Pharmaceuticals, Inc.

6. License Agreement, dated as of January 17, 2018, by and between Achaogen, Inc. and DR/Decision Resources, LLC.

7. License Agreement, dated as of February 9, 2018, by and between Achaogen, Inc. and DR/Decision Resources, LLC.

8. License Agreement, dated as of September 20, 2017, by and between Achaogen, Inc. and DR/Decision Resources, LLC.

9. License Agreement, dated as of December 4, 2017, by and between Achaogen, Inc. and Definitive Healthcare, LLC.

10. License Proposal, dated as of April 3, 2018, by and between Achaogen, Inc. and Unanet, Inc.

11. License Renewal, dated as of May 30, 2018, by and between Achaogen, Inc. and Clarivate Analytics, LLC.

12. Order Form 3 Part 11 Licenses, dated January 5, 2017, by and between Achaogen, Inc. and DocuSign, Inc.

13. Order Form 1 Part 11 License dated September 30, 2017, by and between Achaogen, Inc. and DocuSign, Inc.

14. Ordering Document 300 Enterprise Licenses, dated as of June 9, 2017, by and between Achaogen, Inc. and SADA Systems, Inc.

15. Software License Proposal, dated as of May 29, 2018, by and between Achaogen, Inc. and Unanet, Inc.

16. User Increase Quote 1 CFM License, dated as of May 16, 2017, by and between Achaogen, Inc. and SADA Systems, Inc.

SCHEDULE 3.9(C)

INTELLECTUAL PROPERTY CLAIMS BROUGHT AGAINST THE SELLER

Seller's ownership rights to Intellectual Property it developed under U.S. federally-funded research grants and contracts in connection with certain neglected diseases initiatives may be subject to certain rights that the government may have under applicable statute or the underlying contracts that govern such research grants. Provisions in the Seller's U.S. government contracts, including its contracts with BARDA, may affect the Seller's intellectual property rights.

SCHEDULE 3.10

TAXES

1. The Seller's 2018 property taxes related to its fixed assets are due in May 2019.

2. The Seller received an extension to file its 2018 federal income taxes until October 15, 2019.

3. The Seller received an extension to file its 2018 state income taxes until October 15, 2019.

SCHEDULE 3.11

LEASED REAL PROPERTY

1. Lease, dated as of August 12, 2016, as amended by that certain First Amendment, dated as April 7, 2017, and as further amended by that certain Second Amendment, dated as July 20, 2017, and as further amended by that certain Third Amendment, dated as August 17, 2017, and as further amended by that certain Fourth Amendment, dated as November 29, 2018, by and between AP3-SF2 CT SOUTH, LLC and Achaogen, Inc.

2. Sublease, dated as of January 25, 2019, by and between Achaogen, Inc. and Atreca, Inc.

3. Sublease, dated as of October 25, 2018, by and between Achaogen, Inc. and Sana Biotechnology, Inc.

4. Rental Agreement, dated as of January 15, 2019, by and between Achaogen, Inc. and Public Storage.

5. Rental Agreement, dated as of January 15, 2019, by and between Achaogen, Inc. and Public Storage.

SCHEDULE 5.2

OPERATION OF THE PLAZOMICIN BUSINESS

None.

EXHIBIT B

EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and between

ACHAOGEN, INC.,

SELLER

and

CIPLA USA INC.,

PURCHASER

DATED AS OF JUNE 20, 2019

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Exhibit B – Form of Assignment and Assumption Agreement

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 20, 2019, by and between Achaogen, Inc., a Delaware corporation (the "Seller"), and Cipla USA Inc., a Delaware corporation (the "Purchaser").

RECITALS

WHEREAS, the Seller is a biopharmaceutical company focused on the development and commercialization of innovative antibacterial agents for multi-drug resistant gram-negative infections;

WHEREAS, on April 15, 2019, the Seller filed a voluntary petition (the "Petition") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Case No. 19-10844-BLS), and is operating and managing its businesses as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, subject to and upon the terms and conditions herein, the Seller desires to sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser desires to purchase and acquire from the Seller, all of the Purchased Assets, subject to the terms and conditions described in this Agreement;

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order approving such sale free and clear of all Liens and Claims, all as more specifically provided in this Agreement, and in accordance with sections 105, 363 and 365 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bidding Procedures Order; and

WHEREAS, the Seller and the Purchaser have negotiated in good faith and at arm's length for the purchase and sale of the Purchased Assets, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. For the purposes of this Agreement:

"Acquired Intellectual Property" means Company Owned Intellectual Property and Company Used Intellectual Property.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, under no circumstance will the Purchaser and the Seller be deemed Affiliates of one another notwithstanding the possession by the Purchaser (whether or not exercised) of any rights with respect to the Seller or otherwise as a result of the transactions contemplated in this Agreement.

"Aggregate Cure Amount" has the meaning set forth in Section 2.6.

"Agreement" has the meaning set forth in the Preamble.

"Allocation" has the meaning set forth in Section 2.7(a).

"Allocation Statement" has the meaning set forth in Section 2.7(a).

"AMP Assets" means all of the assets of the Seller, wherever located, relating solely to the AMP Research Program, including Intellectual Property, books and records, correspondence with any Governmental Authority, Regulatory Documentation, Assumed Contracts and Governmental Authorizations.

"AMP Research Program" means the AMP development program of the Seller relating to novel beta-lactam agents.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.5(a)(ii).

"Assignment Notice" has the meaning set forth in Section 5.7(a).

"Assumed Contracts" means all Executory Contracts assumed by and assigned to the Purchaser in accordance with Section 5.7 and pursuant to the Sale Order or a Section 365 Order, as applicable; provided, however, that if any Assumed Contract is recharacterized by a Final Order to not be an Executory Contract, then all of the Seller's rights, including with respect to Intellectual Property and other property, under such Assumed Contract shall be a Purchased Asset.

"Assumed Liabilities" has the meaning set forth in Section 2.1.

"Assumption Effective Date" has the meaning set forth in Section 5.7(b).

"Assumption Procedures" means the procedures for the assumption and assignment of Executory Contracts as contemplated in this Agreement, the Bidding Procedures and the Bidding Procedures Order.

"Auction" means the bankruptcy auction of the Seller's assets, conducted by the Seller pursuant to the Bidding Procedures Order.

"Back-Up Bidder" has the meaning set forth in Section 5.6.

"Back-Up Period" has the meaning set forth in Section 5.6.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedures.

"BARDA Contract" means Contract No. HHS0100201700021C issued by the U.S. Department of Health and Human Services to the Seller, dated September 2017, and any amendments thereto and any related statements of work.

"Bidding Procedures" means the procedure governing the solicitation of bids and the conduct of the Auction for the Purchased Assets under the supervision of the Bankruptcy Court which are attached as Exhibit 1 to the Bidding Procedures Order.

"Bidding Procedures Order" means the order entered by the Bankruptcy Court on May 1, 2019, approving the Bidding Procedures (Dkt. No. 123).

"Bill of Sale" has the meaning set forth in Section 2.5(a)(i).

"Business Day" means any day other than Saturday, Sunday or any day on which banking institutions in Delaware are closed either under applicable Law or action of any Governmental Authority.

"Chapter 11 Case" means the case commenced by the Seller under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (Case No. 19-10844-BLS).

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" has the meaning set forth in Section 2.4.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, including the regulations promulgated thereunder.

"Company IP Registrations" means all of the Seller's Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered Trademarks, domain names and Copyrights, issued and reissued Patents and pending applications or filings for any of the foregoing.

"Company Owned Intellectual Property" means all Intellectual Property owned or purported to be owned, in whole or in part by the Seller, and required for and used or held for use

in connection with the Purchased Assets including the Intellectual Property as set forth on Schedule 3.8(a).

"Company Used Intellectual Property" means the Seller's rights and interest in all Intellectual Property owned or controlled by a Third Party and licensed or otherwise made available to the Seller or used or held for use by the Seller, in whole or in part, that is required for and used or held for used in connection with the Purchased Assets.

"Contract" means any contract, agreement, lease, license, commitment, understanding, franchise, warranty, guaranty, mortgage, note, bond or other instrument or consensual obligation that is legally binding.

"Contract & Cure Schedule" has the meaning set forth in Section 5.7(a).

"Copyrights" means all copyrights, including copyrights in software and in the content contained on any Web site, and registrations and applications for any of the foregoing whether registrable or not, and rights to sue for past infringement thereof.

"C-Scape Assets" means all of the assets of the Seller, wherever located, relating solely to the C-Scape Development Program, including Intellectual Property, books and records, correspondence with any Governmental Authority, Regulatory Documentation, Assumed Contracts and Governmental Authorizations.

"C-Scape Development Program" means the C-Scape development program of the Seller which consists of a potential therapeutic including clavulanic acid and ceftibuten.

"Cure Amount" means, for any Executory Contract, the amount required to be paid under section 365 of the Bankruptcy Code to effectuate the assumption and assignment of such Executory Contract by the Seller to the Purchaser (giving effect to any mutual agreement with the contract counterparty to such Executory Contract).

"Deposit" has the meaning set forth in Section 2.3.

"Election Period" means the period ending on the date forty-five (45) days following the Closing Date or on such earlier date that Purchaser shall determine by notice to the Seller.

"Excluded Contract" means all Contracts that are not assigned to the Purchaser pursuant to Section 5.7.

"Executory Contract" means a Contract to which the Seller is a party that is an "executory contract" or "unexpired lease", as such terms are used in section 365 of the Bankruptcy Code.

"FDA" means the United States Food and Drug Administration.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial

has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of: (A) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Purchaser, in its sole and absolute discretion, elects to proceed with Closing; and (B) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Purchaser, in its sole and absolute discretion, elects to proceed.

"Governmental Authority" means any: (i) nation, region, state, county, city, town, village, district or other jurisdiction; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal); (iv) multinational organization exercising judicial, legislative or regulatory power; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature of any federal, state, local, municipal, foreign or other government.

"Governmental Authorization" means any approval, consent, ratification, waiver, license, permit, registration or other authorization issued or granted by any Governmental Authority.

"Intellectual Property" means all of the following anywhere in the world and all legal rights, title or interest in the following arising under Law: (i) all Patents and applications for Patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part; (ii) all Copyrights, Copyright registrations and Copyright applications, copyrightable works and all other corresponding rights; (iii) all mask works, mask work registrations and mask work applications and all other corresponding rights; (iv) all advertising material, trade dress and trade names, logos, Internet addresses and domain names, Trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (v) all inventions (whether patentable or unpatentable and whether or not reduced to practice), know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, clinical trial data and information, safety data and pharmacovigilance data, financial, marketing and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind; (vi) all computer software (including source and object code), firmware, development tools, algorithms,

files, records, technical drawings and related documentation, data and manuals; (vii) all databases and data collections; (viii) all licenses and permits to the extent transferable; and (ix) all rights pertaining to the foregoing, including those arising under international treaties and convention rights, (x) all rights and powers to assert, defend and recover title to any of the foregoing, (xi) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing, (xii) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all of the foregoing (including with respect to past, present or future infringement or violation thereof), (xiii) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing, and (xiv) all other intellectual property rights irrespective of not being registered or applied for registration.

"Judgment" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Authority or arbitrator.

"Knowledge of the Seller" or "the Seller's Knowledge" means the actual knowledge of any executive officer of the Seller after due inquiry into the facts or circumstances supporting any representation, warranty or statement qualified by such terms.

"Law" means any applicable federal, state, local, municipal, foreign, international, multinational, or other constitution, law, statute, treaty, rule, regulation, ordinance or code.

"Liability" means any liability or obligation, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due.

"Lien" means any possessory or non-possessory lien, license, encumbrance or charge against or other interest in any property or assets, whether voluntary or involuntary and whether statutory or contractual, including any mortgage, deed of trust, deed to secure debt, pledge, assignment, hypothecation, security interest, attachment, judgment, levy, conditional sale agreement, right of first refusal, right of first offer, or other arrangement, and including any agreement to give any of the foregoing.

"Material Adverse Effect" means any event, change, circumstance, effect or other matter that has a material adverse effect on: (i) the condition or value of any material portion of the Purchased Assets; or (ii) the ability of the Seller to consummate timely the transactions contemplated by this Agreement; provided, however, that none of the following, either alone or in combination, will constitute, or be considered in determining whether there has been, a Material Adverse Effect: any event, change, circumstance, effect or other matter resulting from or related to: (A) any outbreak or escalation of war or major hostilities or any act of terrorism; (B) changes in Laws, United States generally accepted accounting principles or enforcement or interpretation thereof; (C) changes that generally affect the industries and markets in which the Seller operates; (D) changes in financial markets, general economic conditions (including prevailing interest rates, exchange rates, commodity prices and fuel costs) or political conditions; (E) any action taken or failed to be taken pursuant to or in accordance with this Agreement or at

the request of, or consented to by, the Purchaser; (F) the filing or continuation of the Chapter 11 Case or any action approved by the Bankruptcy Court (or any other Governmental Authority in connection with any such Proceeding); (G) the execution or delivery of this Agreement, the consummation of the transactions contemplated by this Agreement or the public announcement or other publicity with respect to any of the foregoing; or (H) any matter of which the Purchaser is aware of on the date of this Agreement.

"Order" means any writ, judgment, decree, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (in each case whether preliminary or final).

"Outside Date" has the meaning set forth in Section 5.4(b)(ii).

"Patent" means all patents and industrial designs, including any continuations, divisionals, continuations-in-part, renewals, reissues and applications for any of the foregoing, and rights to sue for past infringement thereof.

"Person" means an individual or an entity, including a corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity, or any Governmental Authority.

"Petition" has the meaning set forth in the Recitals.

"Previously Omitted Contract" has the meaning set forth in Section 5.7(f).

"Proceeding" means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Purchase Price" has the meaning set forth in Section 2.2.

"Purchaser" has the meaning set forth in the Preamble.

"Qualified Bid" means competing bids that are submitted in accordance with the Bidding Procedures and Bidding Procedures Order.

"Regulatory Documentation" means original documents in any format in the possession or control of the Seller as of the Closing, of all regulatory approvals, dossiers, quality specifications for the manufacture, import, release and testing with respect to the Purchased Assets and all correspondence with, or reports or other materials submitted to, any Governmental Authority related thereto, including all U.S. and non-U.S. regulatory applications, filings, submissions and approvals (including all Investigational New Drug Applications and New Drug Applications with the FDA, and foreign counterparts thereof, all regulatory approvals and all complaint files, periodic safety reports and adverse drug experience reports) with respect to the Purchased Assets, and all technical and other information contained therein, and all correspondence with the FDA and other Governmental Authorities relating to any of the

foregoing, including correspondence related to any serious adverse events associated with the Purchased Assets.

"Sale Hearing" means the hearing to be conducted by the Bankruptcy Court to approve this Agreement and seeking entry of the Sale Order.

"Sale Order" means, collectively, one or more orders of the Bankruptcy Court in form and substance acceptable to the Purchaser and the Seller: (i) approving the sale of the Purchased Assets (and the assumption and assignment of the Executory Contracts on the Contract & Cure Schedule) to the Purchaser (or such other bidder chosen as the winning bidder at the Auction) free and clear of all Claims and Liens pursuant to section 363(f) of the Bankruptcy Code, on the terms and conditions set forth in this Agreement; (ii) approving the Back-Up Bidder chosen at the Auction and the asset purchase agreement submitted by such Back-Up Bidder; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Seller and the Purchaser (solely in its capacity as such) at arm's length, without collusion and in good faith by the Purchaser within the meaning of section 363(m) of the Bankruptcy Code; (v) assuring that the Purchaser shall not assume any of the Sellers' liabilities and will not be subject to successor liability for any claims or causes of action of any kind or character against the Seller, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (vi) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement, and (vii) permitting the Purchaser to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

"Schedule" means the schedules attached hereto, if any.

"Section 365 Order" means with respect to any Executory Contract not assumed and assigned to the Purchaser pursuant to the Sale Order, an Order of the Bankruptcy Court in form and substance acceptable to the Purchaser and the Seller authorizing such assumption and assignment to the Purchaser.

"Seller" has the meaning set forth in the Preamble.

"Specified Equipment" means the IT and computer equipment set forth on Schedule 1.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

"Supplement" has the meaning set forth in Section 5.8.

"Tax" means: (i) any federal, state, local, foreign or other tax, charge, fee, duty (including customs duty), levy or assessment, including any income, gross receipts, net proceeds, alternative or add-on minimum, corporation, ad valorem, turnover, real property, personal property (tangible or intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, profits, occupational, premium, interest equalization, windfall

profits, severance, license, registration, payroll, environmental (including Taxes under section 59A of the Code), capital stock, capital duty, disability, estimated, gains, wealth, welfare, employee's income withholding, other withholding, unemployment or social security or other tax of whatever kind (including any fee, assessment or other charges in the nature of or in lieu of any tax) that is imposed by any Governmental Authority; (ii) any interest, fines, penalties or additions resulting from, attributable to, or incurred in connection with any items described in this paragraph or any related contest or dispute; and (iii) any Liability for the Taxes of another Person.

"Tax Return" means any report, return, declaration, claim for refund, or information return or statement related to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party" means any Person and/or group of Persons other than the Seller, the Purchaser or any of their respective Affiliates.

"Trademarks" means trademarks, trade names, service marks, designs, logos, brand names, emblems, signs or insignia, slogans, Internet addresses and domain names, other similar designations of source or origin and general intangibles of like nature, together with the registrations and applications for registrations pertaining to any of the foregoing, any derivations of any of the foregoing, all goodwill associated therewith, and rights to sue for past infringement thereof.

"Transfer Taxes" has the meaning set forth in Section 9.1.

Section 1.2 Construction. Any reference in this Agreement to an "Article," "Section," "Exhibit" or "Schedule" refers to the corresponding Article, Section, Exhibit or Schedule of or to this Agreement, unless the context indicates otherwise. The table of contents and the headings of Articles and Sections and Schedules are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. All words used in this Agreement are to be construed to be of such gender or number as the circumstances require. The words "including," "includes" or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance. Where this Agreement states that a party "shall", "will" or "must" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any reference to a Contract or other document as of a given date means the Contract or other document as amended, supplemented and modified from time to time through such date. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not merely mean "if." References to "any" shall mean "any and all," and "or" is used in the inclusive sense of "and/or."

ARTICLE 2
THE TRANSACTION

Section 2.1 Sale and Purchase of Purchased Assets. In accordance with the provisions of this Agreement and the Sale Order at the Closing, the Seller will, to the extent transferable under applicable Law, sell, convey, assign, transfer and deliver to the Purchaser, and the Purchaser will purchase and acquire from the Seller, all of the Seller's right, title and interest in and to the AMP Assets and the C-Scape Assets, including the Acquired Intellectual Property and the Assumed Contracts, and the Specified Equipment, free and clear of all Liens and Claims (the "Purchased Assets"). Except for (i) the Aggregate Cure Amount (if any) and (ii) all Liabilities arising after the Closing under the Assumed Contracts and the Governmental Authorizations included in the Purchased Assets to the extent that such obligations are related to and are required to be performed during the periods after the Closing (collectively, the "Assumed Liabilities"), the Purchaser is not assuming under this Agreement, nor shall it agree to pay, perform, be responsible for or discharge, any other Liability of the Seller or any Affiliate of the Seller, of whatever nature, whether presently in existence or arising hereafter, or prior to the Closing Date, and whether absolute, contingent, accrued, known or unknown.

Section 2.2 Consideration. The consideration for the Purchased Assets shall consist of cash in the amount of $1,200,000 (the "Purchase Price").

Section 2.3 Deposit. The parties acknowledge that the Purchaser previously delivered a good faith cash deposit to the Seller (the "Deposit") equal to $50,000 by wire transfer to US Bank, National Association, as master escrow agent. The Deposit shall be applied by the Seller to the satisfaction of the Purchase Price at the Closing (subject to the other provisions of this Agreement).

Section 2.4 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Hogan Lovells US LLP, 4085 Campbell Avenue, Suite 100, Menlo Park, California 94025, subject to the satisfaction or waiver of the conditions set forth in Section 6.1 and Section 6.2 hereto, no later than June 28, 2019 (or such other date set forth in the Bidding Procedures Order), starting at 10:00 a.m., prevailing Pacific time, if not conducted electronically at the option of the parties hereto. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date." All actions to be taken and all documents to be executed and delivered by the parties hereto at the Closing shall be deemed to have been taken and executed simultaneously, and no action shall be deemed taken nor any document executed and delivered until all have been taken, executed and delivered.

Section 2.5 Closing Deliveries.

(a) At the Closing, the **Seller** will deliver or cause to be delivered to the Purchaser:

(i) a bill of sale in the form of Exhibit A (the "Bill of Sale") executed by the Seller;

(ii) an assignment and assumption agreement in the form of Exhibit B (the "Assignment and Assumption Agreement") executed by the Seller, unless there are no Assumed Contracts at Closing;

(iii) a certificate, dated as of the Closing Date, executed by the Seller confirming the satisfaction of the conditions specified in Sections 6.1(a) and 6.1(b);

(iv) an Intellectual Property assignment agreement in the form of Exhibit C (the "Intellectual Property Assignment") executed by the Seller; and and

(v) such other instruments of sale, transfer, conveyance and assignment as the Purchaser reasonably requests for the purpose of consummating the transactions contemplated by this Agreement (which shall not prejudice the rights of the Seller or subject the Seller to any additional Liabilities).

(b) At the Closing, the **Purchaser** will deliver or cause to be delivered to the Seller or for the Seller's benefit:

(i) the Purchase Price by wire transfer of immediately available funds to an account designated by the Seller prior to the Closing, less the amount of the Deposit and any interest thereon at the rate specified, if any, in the master escrow agreement with US Bank, National Association;

(ii) the Bill of Sale executed by the Purchaser;

(iii) the Assignment and Assumption Agreement executed by the Purchaser, unless there are no Assumed Contracts at Closing;

(iv) a certificate, dated as of the Closing Date, executed by the Purchaser confirming the satisfaction of the conditions specified in Sections 6.2(a) and 6.2(b);

(v) the Intellectual Property Assignment executed by the Purchaser; and

(vi) such other instruments of assumption as the Seller reasonably requests for the purpose of consummating the transactions contemplated by this Agreement (which shall not prejudice the rights of the Purchaser or subject the Purchaser to any Liabilities beyond the Assumed Liabilities).

Section 2.6 Payment of Cure Amounts. The Purchaser shall pay any and all Cure Amounts with respect to the Assumed Contracts, in cash on the Assumption Effective Date in the amount specified on the Contract & Cure Schedule as of the Closing Date (or as otherwise determined by the Bankruptcy Court or by mutual agreement with the contract counterparty to

such Assumed Contracts) or in such other manner as agreed by the Purchaser and the counterparty to an Assumed Contract (the "Aggregate Cure Amount").

Section 2.7 Allocation of Purchase Price.

(a) Within sixty (60) days after the Closing Date, the Purchaser shall deliver to the Seller, or any trustee appointed under the terms set forth in any bankruptcy plan confirmed by the Seller (as applicable), an allocation statement (the "Allocation Statement"), setting forth its calculation of the allocation of the sum of the Purchase Price and the Assumed Liabilities, as adjusted for payments made pursuant to Article 9, among the Purchased Assets, in accordance with and solely for the purposes of section 1060 of the Code and any comparable provisions of state or local Law (the "Allocation"). The Seller will review the Allocation Statement and the Allocation, and, to the extent the Seller disagrees with the content of the Allocation Statement, the Seller will inform the Purchaser of such disagreement within thirty (30) days after receipt of the Allocation Statement. The Seller and the Purchaser will attempt in good faith to resolve any such disagreement. If the Seller and the Purchaser are unable to reach a good faith agreement on the content of the Allocation Statement within ninety (90) days of the Closing Date, the Seller and the Purchaser will each use its own allocation statement. For purposes of this Section 2.7, all actions of the Seller may be the obligations or rights of a liquidating trustee of the Seller's estate.

(b) If the Purchaser and the Seller agree on the Allocation Statement, the Purchaser and the Seller will report the Allocation of the Purchase Price in a manner consistent with the Allocation Statement and will act in accordance with the Allocation Statement in the preparation and filing of all Tax Returns and for all other Tax, financial accounting or other purposes, in any litigation, or otherwise, except as required by applicable Law.

(c) The Purchaser and the Seller will promptly inform one another of any challenge by any Governmental Authority to the Allocation made pursuant to this Section 2.7 and agree to consult with and keep each other informed with respect to the status of, and any discussion, proposal or submission with respect to, such challenge.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser as follows:

Section 3.1 Organization. The Seller is a corporation duly organized and validly existing and in good standing under the Laws of the State of Delaware. Except as a result of the filing of the Petition, the Seller has all requisite power and authority to conduct its business as presently conducted. The Seller has heretofore delivered to the Purchaser true and complete copies of the certificate of incorporation, bylaws or other material governing documents of the Seller and its subsidiaries as currently in effect.

Section 3.2 Authority and Enforceability. Subject only to the entry of the Bidding Procedures Order and the Sale Order, the Seller has all requisite corporate power, authority and capacity to execute and deliver this Agreement and the other agreements contemplated hereunder and to perform its obligations under this Agreement and such other agreements. Subject only to

the entry of the Bidding Procedures Order and the Sale Order, the execution, delivery and performance of this Agreement and the other agreements contemplated hereunder and the consummation of the transactions contemplated by this Agreement and such other agreements by the Seller have been duly authorized by all necessary action on the part of the Seller. The Seller has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Purchaser and subject to the entry of the Sale Order, this Agreement constitutes the valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

Section 3.3 No Conflict. Subject only to the entry of the Bidding Procedures Order and the Sale Order, and except in any case that has not had, and would not reasonably be expected to have, a Material Adverse Effect, neither the execution, delivery and performance of this Agreement by the Seller, nor the consummation by the Seller of the transactions contemplated by this Agreement, will: (a) conflict with or violate the Seller's organizational documents; (b) result in a breach or default under, or create in any Person the right to terminate, cancel, accelerate or modify, or require any notice, consent or waiver under, any material Contract; (c) violate any Law or Judgment applicable to the Seller or the Purchased Assets; or (d) require the Seller to obtain any Governmental Authorization.

Section 3.4 Title to Assets; Liens. As of the date of this Agreement, the Seller has good and marketable title to the Purchased Assets, and subject to the entry of the Sale Order, at Closing, the Purchaser will be vested with good and marketable title to all of the Purchased Assets, which Purchased Assets shall be conveyed free and clear of any Liens or Claims by order of the Bankruptcy Court.

Section 3.5 Claims, Litigation and Disputes. There are currently no pending or, to the Knowledge of the Seller, threatened in writing, lawsuits, administrative or regulatory proceedings, actions, orders, arbitration or reviews, or formal complaints or investigations or inquiries, including grand jury subpoenas by any Person, relating to or otherwise affecting the Purchased Assets.

Section 3.6 Compliance With Laws. The Seller has not received any written notice of any proceeding, inquiry, investigation, violation or alleged violation of any Laws or Governmental Authorizations related to the Purchased Assets, or of any pending or threatened withdrawal, suspension or termination of such a Governmental Authorization. The Seller is in compliance with all Laws, Orders, ordinances, decrees, rules or regulations of any Governmental Authority applicable to the Purchased Assets, except such noncompliance which has not had, and would not reasonably be expected to have, a Material Adverse Effect.

Section 3.7 Contracts. Schedule 3.7 is a list of all Contracts that are necessary to the Purchased Assets to which the Seller is a party (the "Material Contracts List"). The Seller has made available to the Purchaser true and complete copies of all Contracts on the Material Contract List. The Seller has not, and, to the Seller's Knowledge, no other party to any Assumed Contract has, commenced any action against any of the parties to any Assumed Contract or given or received any written notice of any material default or violation under any Assumed Contract that has not been withdrawn or dismissed except to the extent such default or violation will be cured as a result of the payment of the applicable Cure Amount. Assuming payment of the Cure

Amounts, to the Seller's Knowledge, each Assumed Contract will be upon the Closing, valid, binding on all parties thereto and in full force and effect in accordance with its terms. To the Seller's Knowledge, there are no material disputes between the Seller and any other party to or otherwise in connection with any Assumed Contract, other than in connection with the payment of the Cure Amount. To the Seller's Knowledge, the Seller has not received any written notice that any other party to an Assumed Contract intends to cancel or terminate such Contract or has committed or failed to perform any act which, with or without notice, lapse of time or both would constitute, in any material respect, a breach of or default under any of the Assumed Contracts.

Section 3.8 Intellectual Property.

(a) Schedule 3.8(a) sets forth a true and complete list of all of the Company Owned Intellectual Property and Company Used Intellectual Property, including in all material respects a true and complete list of all United States, foreign, international and state: (i) Patents and Patent applications, including serial numbers for each filed application and Patent numbers for each issued Patent, included in the foregoing; (ii) Trademark registrations, applications and material unregistered Trademarks, included in the foregoing; (iii) domain names, included in the foregoing; and (iv) Copyright registrations, applications and material unregistered Copyrights, included in the foregoing.

(b) To the Seller's Knowledge, there are no inquiries, investigations, Claims, opposition, interference, or cancellation proceedings challenging or contesting any of the Company Owned Intellectual Property, or to the Seller's Knowledge, and Company Used Intellectual Property, and the Seller has not received written notice from any Third Party: (i) alleging infringement by the Seller of Intellectual Property rights of any Person; or (ii) challenging or threatening to challenge the Seller's right, title, or interest with respect to its ownership, use of, or continued use or right to preclude others from using any Acquired Intellectual Property as currently used, or the validity, enforceability or registrability of any such Intellectual Property. The Seller solely and exclusively owns all Company Owned Intellectual Property and has valid licenses to use any Company Used Intellectual Property, and none of such rights will be affected by the consummation of the transactions contemplated by this Agreement (subject to any necessary consents for the transfer of any Company Used Intellectual Property). To the Seller's Knowledge, the Seller is neither party to or bound by any Contract that impairs its ability to use, sell, transfer, assign, license or convey any of the Company Owned Intellectual Property.

(c) The Seller has not brought or threatened in writing a Claim against any Person: (i) alleging infringement, misappropriation or other violation of Acquired Intellectual Property; or (ii) challenging any Person's ownership or use of, or the validity, enforceability or registrability of any Acquired Intellectual Property. The Seller has not licensed or transferred ownership of, or granted or, subject to any rights of Silicon Valley Bank, N.A., as the DIP Lender, or government funding authorities, authorized the retention of any license or right under or with respect to, or authorized the retention of any material right with respect to ownership of, any Acquired Intellectual Property.

(d) To Seller's Knowledge, all current and former directors, officers, and employees of Seller who are or were involved in, or who have participated in or contributed to, the conception, development, creation, reduction to practice, improvement to or modification of the Acquired Intellectual Property have executed and delivered to the Seller a written agreement that (i) includes customary confidentiality terms and (ii) assigns to the Seller any Intellectual Property rights conceived, developed, created, or reduced to practice by such director, officer or employee in the course of services performed for the Seller by such director, officer or employee.

(e) The Acquired Intellectual Property constitutes all of the Intellectual Property held by the Seller in connection with the AMP Research Program and the C-Scape Development Program. No Affiliate of the Seller owns or has the right to any Intellectual Property that relates to or is otherwise used in connection the AMP Research Program or the C-Scape Development Program.

(f) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, Purchaser's right to own, use or hold for use any Acquired Intellectual Property

(g) Except for United Stated federal research grants and customary funding arrangements with Governmental Authorities, no funding, facility or personnel of any Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, any Company Owned Intellectual Property or Company Used Intellectual Property.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller as follows:

Section 4.1 Organization and Good Standing. The Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to conduct its business as it is presently conducted.

Section 4.2 Authority and Enforceability. The Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser. The Purchaser has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Seller and subject to the entry of the Sale Order, this Agreement constitutes the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to: (a) Laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b) Laws governing specific performance, injunctive relief and other equitable remedies.

Section 4.3 No Conflict. Neither the Purchaser's execution, delivery and performance of this Agreement, nor the consummation by the Purchaser of the transactions contemplated by this Agreement, will: (a) conflict with or violate the Purchaser's organizational documents; (b) result in a breach or default under or create in any Person the right terminate, cancel, accelerate or modify, or require any notice, consent or waiver under, any Contract to which the Purchaser is a party or by which the Purchaser is bound, in any case with or without due notice or lapse of time or both; (c) result in the imposition of any Lien or other encumbrance on any of the assets of the Purchaser; (d) violate any Law or Judgment applicable to the Purchaser; or (e) require the Purchaser to obtain any Governmental Authorization or make any filing with any Governmental Authority, subject only to the entry of the Sale Order.

Section 4.4 Legal Proceedings. There is no Proceeding pending or, to the Purchaser's knowledge, threatened against the Purchaser that questions or challenges the validity of this Agreement or that may prevent, delay, make illegal or otherwise interfere with the ability of the Purchaser to consummate any of the transactions contemplated by this Agreement.

Section 4.5 Availability of Funds. The Purchaser has immediately available cash in an amount sufficient to allow the Purchaser to perform all of its obligations under this Agreement.

Section 4.6 No Knowledge of Breach or Inaccuracy. The Purchaser has no knowledge of any breach of, or inaccuracy in, or any fact, event, breach, condition or occurrence that may constitute a breach of, or inaccuracy in, any representation or warranty made by the Seller in this Agreement.

Section 4.7 Independent Investigation. The Purchaser has conducted its own independent investigation, review and analysis of the Purchased Assets as it has deemed appropriate, which investigation, review and analysis was done by the Purchaser and its representatives. The Purchaser acknowledges that it and its representatives have been provided adequate access to the personnel, properties, premises and records of the Seller for such purpose. In entering into this Agreement, the Purchaser acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any factual representations or opinions of the Seller or its representatives (except the representations and warranties set forth in Article 3). The Purchaser hereby acknowledges and agrees that: (a) the Purchaser is purchasing the Purchased Assets from the Seller "as is" and "where is" and, other than the representations and warranties set forth in Article 3, none of the Seller, any of its Affiliates, or any of their respective officers, directors, employees, agents, representatives or stockholders make or have made any representation or warranty, express or implied, at law or in equity, as to any matter whatsoever relating to the Purchased Assets or any other matter relating to the transactions contemplated by this Agreement including as to merchantability or fitness for any particular use or purpose; and (b) none of the Seller, any of its Affiliates, or any of their respective officers, directors, employees, agents, representatives or stockholders will have or will be subject to any Liability or indemnification obligation to the Purchaser or any other Person resulting from the distribution to the Purchaser or its Affiliates or representatives of, or the Purchaser's use of, any information relating to the Purchased Assets or any other matter relating to the transactions contemplated by this Agreement, including any descriptive memoranda, summary business descriptions or any information, documents or material made available to the Purchaser or its Affiliates or representatives, whether orally or in writing, in certain "data rooms," management

presentations, functional "break-out" discussions, responses to questions submitted on behalf of the Purchaser or in any other form in expectation of the transactions contemplated by this Agreement.

ARTICLE 5
COVENANTS

Section 5.1 Consents and Filings; Commercially Reasonable Efforts.

(a) Subject to the terms and conditions of this Agreement, each of the parties will use their respective commercially reasonable efforts: (i) to take promptly, or cause to be taken, all actions, and to do promptly, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement; (ii) transfer to the Purchaser as of Closing (or as soon as reasonably practicable thereafter) all Company IP Registrations included in the Purchased Assets, including to enable the continued maintenance of any Company IP Registrations; and (iii) as promptly as practicable after the date of this Agreement, to obtain all Governmental Authorizations from, and make all filings with, all Governmental Authorities, and to obtain all other consents, waivers, approvals and other authorizations from, all other Third Parties, that are necessary or advisable in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

(b) Each of the Seller and the Purchaser will promptly notify the other of any communication it or any of its Affiliates receives from any Governmental Authority relating to the transactions contemplated by this Agreement, and will permit the other party to review in advance any proposed communication by such party to any Governmental Authority. Neither the Seller nor the Purchaser will agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry relating to the transactions contemplated by this Agreement unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate at such meeting. Each of the Seller and the Purchaser will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other party may reasonably request in connection with the foregoing. Each of the Seller and the Purchaser will provide each other with copies of all correspondence, filings or communications between them or any of their representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement.

Section 5.2 Public Announcements. Prior to the Closing, neither the Purchaser nor the Seller will issue any press release or make any other public announcement, other than filing the Supplement, relating to this Agreement or the transactions contemplated hereby without the prior written approval of the other party (which approval will not be unreasonably withheld, conditioned or delayed), unless required by applicable Law or by any listing agreement with any national securities exchange. Other than with respect to the Supplement, prior to issuing any such press release or making any such other public announcement as required by applicable Law or by any listing agreement with any national securities exchange and without the other party's

prior written approval, the disclosing party will give the other party a copy of the proposed press release or other public announcement and reasonable opportunity to comment on the same.

Section 5.3 [Intentionally Omitted].

Section 5.4 Bankruptcy Court Matters.

(a) The Purchaser and the Seller will use their respective good faith and commercially reasonable efforts to cause the Sale Order to become a Final Order as soon as practicable after its entry.

(b) The Seller shall:

(i) cause the Bankruptcy Court to enter the Sale Order by no later than 11:59 p.m. prevailing Eastern time on June 24, 2019; and

(ii) consummate the Closing as promptly as practicable after entry of the Sale Order, but in no event later than 11:59 p.m. prevailing Pacific time on or before June 28, 2019 (the "Outside Date").

(c) The Purchaser will promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by the Purchaser of its obligations under this Agreement and all other agreements, instruments, certificates and other documents to be entered into or delivered in connection with the transactions contemplated by this Agreement and demonstrating that the Purchaser is a good faith buyer under section 363(m) of the Bankruptcy Code.

(d) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Seller will promptly notify the Purchaser of such appeal, petition, motion or stay request and the Seller, with input from the Purchaser, will take all reasonable steps to defend against such appeal, petition, motion or stay request. Notwithstanding the foregoing, nothing in this Agreement precludes the parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Purchaser, in its sole discretion, waives in writing the condition set forth in Section 6.1(d) that the Sale Order be a Final Order.

(e) The Seller and the Purchaser shall comply with all of their respective obligations under the Bidding Procedures Order and Sale Order (after the entry of such order by the Bankruptcy Court).

(f) The Seller shall comply (or obtain an order waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules in connection with obtaining approval of the transactions contemplated by this Agreement. The Seller shall serve on all required Persons, including: (i) all Persons who are known to possess or assert a Claim or Lien

against or interest in the Purchased Assets; (ii) all applicable Governmental Authorities; (iii) all other Persons required by any order of the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules; and (iv) using commercially reasonable efforts to serve any other Persons that the Purchaser reasonably may request, any notice of the motions, hearings, or orders necessary to comply with its obligations under this Section 5.4 and to consummate the transactions contemplated hereby.

Section 5.5 Bankruptcy Court Approval. The Purchaser and the Seller acknowledge that, under the Bankruptcy Code, the sale of Purchased Assets is subject to approval of the Bankruptcy Court. The Purchaser and the Seller acknowledge that to obtain such approval, the Seller must demonstrate that it has taken reasonable steps to obtain the highest or best value possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Purchased Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Purchased Assets to another qualified bidder. The Purchaser acknowledges and agrees that it is not entitled to receive a break-up fee, reimbursement of its expenses or any other "bid protections" of any kind in the event it is not the Successful Bidder.

Section 5.6 Back-Up Bidder. If an Auction is conducted, and the Seller does not choose the Purchaser as the Successful Bidder, but instead chooses the Purchaser as the bidder as having submitted the next highest or otherwise best bid at the conclusion of such Auction (the "Back-Up Bidder"), the Purchaser shall be the Back-Up Bidder and its bid shall be the last highest bid of the Purchaser made at the Auction. If the Purchaser is chosen as the Back-Up Bidder, the Purchaser shall be required to keep its bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon by the Purchaser prior to or at the Auction) open and irrevocable until the earlier of: (i) the date of closing on the sale of the Purchased Assets to the Successful Bidder; and (ii) twenty-five (25) Business Days following the date the order approving the sale of the Purchased Assets to the Successful Bidder shall have become a Final Order (such date, the "Back-Up Period"); provided, however, that if the Successful Bidder shall fail to close on its purchase of the Purchased Assets within the period set forth above, the Back-Up Bidder shall be deemed to be the Successful Bidder and the Seller will be authorized, without further order of the Bankruptcy Court, to, and the Back-Up Bidder shall, consummate the transactions contemplated by this Agreement within ten (10) Business Days of becoming the Successful Bidder on the terms and conditions set forth in this Agreement (as the same may be improved upon by the Purchaser prior to or at the Auction).

Section 5.7 Assumption & Rejection of Executory Contracts.

(a) Schedule 5.7(a) (the "Contract & Cure Schedule") sets forth a list of all Executory Contracts that the Purchaser has advised the Seller it wants the Seller to assume and assign to the Purchaser under section 365 of the Bankruptcy Code and in accordance with Section 5.7(b) below. The Cure Amounts in respect of each Executory Contract are also set forth in the Contract & Cure Schedule. Subject to the *Notice of Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases* (the "Assignment Notice"), from the date of this Agreement until the conclusion of the Auction, or if the Purchaser is designated as the Successful

Bidder or Back-Up Bidder at the Auction, at any time prior to the Closing, the Purchaser may amend the Contract & Cure Schedule (with the consent of the Seller (in consultation with the DIP Lender and the Committee (as both terms are defined in the Bidding Procedures))) to add or remove any Executory Contract in accordance with the conditions concerning notice and service to contract counterparties set forth in the Bidding Procedures and Bidding Procedures Order; *provided*, *however*, after the Sale Hearing, the Purchaser, if designated as the Successful Bidder and Back-Up Bidder, may only remove (a) an individual Executory Contract with a Cure Amount of $250,000 or more, or (b) two or more Executory Contracts with Cure Amounts in the aggregate of $500,000 or more, from the Contract & Cure Schedule with the consent of the Seller, the DIP Lender, and the Committee. Notwithstanding the foregoing, the Purchaser shall be permitted, in its sole discretion, to amend the Contract & Cure Schedule to remove the BARDA Contract at any time prior to the Closing, which removal shall not require the approval of the Seller, the DIP Lender, the Committee or any other Person.

(b) Unless the Bankruptcy Court otherwise orders, each Executory Contract included on the Contract & Cure Schedule as of the Closing Date will be deemed to have been assigned to the Purchaser and become an Assumed Contract on the date (the "Assumption Effective Date") that is the later of: (i) the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Executory Contract or to a proposed Cure Amount, and the entry of a Section 365 Order with respect to any such Executory Contract by the Bankruptcy Court.

(c) Except as otherwise specified by the Seller or as set forth in Section 5.7(h), each Executory Contract that is not listed on the Contract & Cure Schedule as of the Closing Date will be rejected by the Seller, subject to approval by the Bankruptcy Court. Each Executory Contract that is not listed on the Contract & Cure Schedule as of the Closing Date, or which is removed from the Contract & Cure Schedule by the Purchaser as set forth in Section 5.7(a), will be deemed to be an Excluded Contract under this Agreement.

(d) The Seller and the Purchaser will comply with the procedures set forth in the Assumption Procedures and the Bidding Procedures Order with respect to the assumption and assignment or rejection of any Executory Contract pursuant to, and in accordance with, this Section 5.7.

(e) No designation of any Executory Contract for assumption and assignment or rejection in accordance with this Section 5.7, the Bidding Procedures, the Bidding Procedures Order or the Sale Order will give rise to any adjustment to the Purchase Price.

(f) If at any time, prior to the earlier of confirmation of a plan in the Chapter 11 Case or entry of an order dismissing the Chapter 11 Case, it is discovered that a Contract material to the AMP Assets or the C-Scape Assets should have been listed on the Material Contract List, but was not so listed (any such Contract, a "Previously Omitted Contract"), the Seller shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify the Purchaser in writing of such Previously Omitted Contract and provide the Purchaser with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Purchaser shall thereafter deliver written notice to the Seller, no later than five (5) Business Days following such notice of such

Previously Omitted Contract from the Seller, if the Purchaser elects to so include such Previously Omitted Contract on the Contract & Cure Schedule.

(g) If the Purchaser includes a Previously Omitted Contract on the Contract & Cure Schedule in accordance with Section 5.7(f), the Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of the Seller's intention to assume and assign to the Purchaser such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties with ten (10) Business Days to object, in writing, to the Seller and the Purchaser to the assumption of its Contract. If such counterparties, the Seller and the Purchaser are unable to reach a consensual resolution with respect to the objection, the Seller will seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Seller and the Purchaser, then such Previously Omitted Contract shall be deemed assumed by the Seller and assigned to the Purchaser pursuant to the Sale Order. Each of the Seller and the Purchaser shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Purchaser to assume the rights and obligations under such Previously Omitted Contract.

(h) Notwithstanding anything contained in this Section 5.7, during the Election Period, the Purchaser will have the right to require that the Seller use its commercially reasonable efforts to assume and assign to Purchaser or its designee(s) any additional Executory Contracts that it determines, in its reasonable discretion, is material to the operation of the AMP Research Program or the C-Scape Development Program but which was not otherwise included on Schedule 5.7(a) ("Additional Contracts") for no additional consideration; provided, that the Purchaser or its designee(s) will pay to the Seller the full Cure Amount for each Additional Contract that it assumes, and during the Election Period the Purchaser shall pay to Seller on a current basis any post-petition administrative expense relating to all Additional Contracts, pending the determination whether such Additional Contracts will be assumed and assigned or rejected. Within three (3) Business Days of receipt of written notice from the Purchaser directing the Seller to seek the assumption and assignment of any Additional Contract, Seller shall promptly file with the Bankruptcy Court a notice of proposed assignment (the "Additional Contracts Notice") which Additional Contracts Notice shall include a Section 365 Order. The Additional Contracts Notice and Section 365 Order shall be in form and substance reasonably acceptable to Purchaser. The Seller shall file the Additional Contracts Notice and serve it on all Persons entitled to notice thereof, all in accordance with the applicable provisions of the Bankruptcy Code and applicable order(s) of the Bankruptcy Court, including the Bidding Procedures Order and the Sale Order. Upon entry of the Section 365 Order (unless such Section 365 Order shall have been stayed, modified, reversed or amended), such Additional Contracts shall be deemed to be Assumed Contracts for all purposes under this Agreement. The Purchaser shall promptly reimburse the Seller for all reasonable costs and expenses of the Seller incurred in complying with the terms of this Section 5.7. Nothing in this Section 5.7 shall be deemed to require the Seller to remain a debtor in the Chapter 11 Case or maintain its corporate existence for any period of time beyond forty-five (45) days after the Closing Date.

Section 5.8 Post-Auction Supplement. Following the conclusion of the Auction, the Seller will promptly file with the Bankruptcy Court a supplement (the "Supplement") that will inform the Bankruptcy Court of the results of the Auction. The Supplement will identify, among other things: (i) the Successful Bidder as the proposed purchaser of the Purchased Assets; and (ii) the amount and form of consideration to be paid by the Successful Bidder for the Purchased Assets. The Supplement will also include similar information relating to the Back-Up Bidder and its bid. In addition, the Seller will attach to the Supplement: (a) an executed copy of this Agreement; and (b) in the Seller's discretion, any additional information or documentation relevant to the Successful Bidder. The Seller will file the Supplement on the docket for the Chapter 11 Case as promptly as is reasonably practicable prior to the Sale Hearing and after this Agreement is executed and delivered by the parties hereto, but will not be required to serve the same on any parties-in-interest in the Chapter 11 Case.

Section 5.9 [Intentionally Omitted.]

Section 5.10 BARDA Meeting. The Seller agrees that it shall cooperate with the Purchaser in all reasonable respects to facilitate a meeting with the U.S. Biomedical Advanced Research and Development Authority or other agencies or offices within the U.S. Department of Health & Human Services (collectively, the "HHS Authorities"), as soon as practicable after the date of this Agreement, for the purpose of renegotiating and amending the BARDA Contract. Furthermore, the Seller shall promptly provide the Purchaser with notice of any communication from such HHS Authorities in connection with the BARDA Contract from and after the date of this Agreement, including copies of any written communications and summaries of any oral communications, and shall not make any written communications or material oral communications to any such HHS Authorities in connection with the BARDA Contract without the prior written approval of the Purchaser (such approval not to be unreasonably withheld or delayed). The Seller shall take any actions that are required to assign and transfer the BARDA Contract, if and to the extent being assumed by the Purchaser at Closing, in accordance with the terms of this Agreement (including all of the Seller's rights, interest and title thereunder). If the BARDA Contract is assumed by the Purchaser, it shall be considered a Purchased Asset hereunder.

Section 5.11 Further Action. Subject to the other express provisions of this Agreement, upon the request of either party to this Agreement, the other party will execute and deliver such other documents, instruments and agreements as the requesting party may reasonably require for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

ARTICLE 6
CONDITIONS PRECEDENT TO OBLIGATION TO CLOSE

Section 6.1 Conditions to the Obligation of the Purchaser. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the Purchaser becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the Purchaser, in whole or in part, in its sole and absolute discretion):

(a) Accuracy of Representations and Warranties. The representations and warranties of the Seller in Article 3 must be true and correct in all respects as of the Closing (other than representations and warranties which by their terms are made as of a specific date, which shall have been true and correct in all respects as of such date), except where the failure of such representations and warranties to be so true and correct (disregarding all materiality qualifiers contained therein for this purpose) has not had, and would not reasonably be expected to have, a Material Adverse Effect;

(b) Performance of Covenants. All of the covenants and obligations that the Seller is required to perform or comply with under this Agreement on or before the Closing Date must have been duly performed and complied with in all material respects;

(c) No Action. There must not be in effect any Law or Judgment that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(d) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to the Purchaser; and

(e) Transaction Documents. The Seller must have delivered or caused to be delivered each document under Section 2.5(a).

Section 6.2 Conditions to the Obligations of the Seller. The obligation of the Seller to perform any obligations hereunder, including to consummate the transactions contemplated by this Agreement, is subject to the Purchaser becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the Seller, in whole or in part):

(a) Accuracy of Representations and Warranties. The representations and warranties of the Purchaser in Article 4 must be true and correct in all respects as of the Closing (other than representations and warranties which by their terms are made as of a specific date, which shall have been true and correct in all respects as of such date), except where the failure of such representations and warranties to be so true and correct (disregarding all materiality qualifiers contained therein for this purpose) has not had, and would not reasonably be expected to have, a material adverse effect on the Purchaser's ability to timely complete the transactions contemplated by this Agreement;

(b) Performance of Covenants. All of the covenants and obligations that the Purchaser is required to perform or comply with under this Agreement on or before the Closing Date must have been duly performed and complied with in all material respects;

(c) No Action. There must not be in effect any Law or Judgment that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(d) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to the Seller; and

(e) Transaction Documents. The Purchaser must have delivered or caused to be delivered to the Seller each document that Section 2.5(b) requires it to deliver.

ARTICLE 7
TERMINATION

Section 7.1 Termination Events.

(a) This Agreement may, by written notice given before the Closing, be terminated:

(i) by mutual consent of the Purchaser and the Seller;

(ii) **by the Purchaser** (so long as the Purchaser is not then in material breach of any of its representations, warranties or covenants contained in this Agreement), if (A) there has been a breach of any of the Seller's representations, warranties or covenants contained in this Agreement which would result in the failure of the conditions set forth in Section 6.1(a) or Section 6.1(b), as applicable, to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Seller from the Purchaser or cannot be cured by the Outside Date; or (B) any other condition set forth in Section 6.1 remains unsatisfied by the Outside Date;

(iii) **by the Seller** (so long as the Seller is not then in material breach of any of its representations, warranties or covenants contained in this Agreement), if (A) there has been a breach of any of the Purchaser's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 6.2(a) or Section 6.2(b), as applicable, to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Purchaser from the Seller or cannot be cured by the Outside Date; or (B) any other condition set forth in Section 6.2 remains unsatisfied by the Outside Date;

(iv) **by either the Purchaser or the Seller**, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 7.1(a)(iii) will not be available to any party whose failure to fulfill any covenant or obligation under this Agreement is the cause of or resulted in the action or event described in this Section 7.1(a)(iii) occurring; or

(v) **by the Purchaser** if: (A) the Chapter 11 Case is dismissed or converted into a case under chapter 7 of the Bankruptcy Code; or (B) an examiner with expanded powers or trustee is appointed in the Chapter 11 Case.

(b) This Agreement shall terminate automatically in the event that: (i) the Purchaser is not chosen at the Auction to be the Successful Bidder or Back-Up Bidder; or (ii) the

Purchaser is chosen at the Auction to be the Back-Up Bidder upon the expiration of the Back-Up Period.

Section 7.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 7.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other party or its Affiliates, except that Section 5.2 (*Public Announcements*), Section 5.6 (*Back-Up Bidder*), Article 10 (*General Provisions*) (except for Section 10.11 (*Specific Performance*)) and this Section 7.2 shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by a party because of the knowing and intentional breach of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

(b) Without in any way limiting the foregoing, following entry by the Bankruptcy Court of an order authorizing the sale to the Purchaser either as the Successful Bidder or Back-Up Bidder, if the Purchaser fails to consummate the sale as the result of a breach by the Purchaser of any of its obligations under this Agreement, the Deposit shall be forfeited to the Seller as liquidated damages.

(c) Subject to clause (b) above, the Seller shall return the Deposit (with interest thereon at the rate specified, if any, in the Escrow Agreement) to the Purchaser within five (5) Business Days (i) following entry by the Bankruptcy Court of an order authorizing the sale of the Purchased Assets to a Person other than the Purchaser who submitted a Qualified Bid, unless the Purchaser shall have been designated as the Back-Up Bidder, in which case clause (d) below shall apply, or (ii) following termination by Purchaser under Section 7.1.

(d) Subject to clause ((b)) above, in the event the Purchaser shall have been chosen as the Back-Up Bidder, the Purchaser's Deposit shall be returned to the Back-Up Bidder (with interest thereon at the rate specified, if any, in the Escrow Agreement) within five (5) Business Days following the date its bid is no longer required to be open and irrevocable as set forth in Section 5.8. If the Back-Up Bidder is subsequently designated by the Seller as the Successful Bidder as a result of the failure of the Successful Bidder to close on the sale within the time period set forth in Section 5.8, the Back-Up Bidder shall be deemed to be the Successful Bidder and the Seller and the Back-Up Bidder shall close the sale of the Purchased Assets within ten (10) Business Days of the Back-Up Bidder becoming the Successful Bidder. Subject to clause ((b)) above, the Deposit of the Back-Up Bidder shall be held in escrow until such closing and applied (with interest thereon at the rate specified, if any, in the Escrow Agreement) to its obligations at the closing of the sale in accordance with Section 2.3 and Section 2.5(b)(i). The Seller reserves all of its rights regarding the return of the Deposit, and the failure by the Seller to timely return the Deposit shall not serve as a claim for breach of this Agreement, the Bidding Procedures, or the Bidding Procedures Order.

ARTICLE 8
NO SURVIVAL

Section 8.1 No Survival of Representations and Warranties and Certain Covenants. Each of the representations, warranties and covenants (other than covenants that, by their terms, survive the Closing or termination of this Agreement) in this Agreement or any agreement or certificate to be executed or delivered in connection with the transactions contemplated by this Agreement shall terminate at the Closing or upon termination of this Agreement pursuant to Section 7.1 and, following the Closing or the termination of this Agreement, as the case may be, no party shall make any claim whatsoever for any breach of any such representation, warranty or covenant hereunder, subject to Section 7.2.

ARTICLE 9
TAX MATTERS

Section 9.1 Transfer Taxes. The Purchaser will pay in a timely manner all applicable sales**,** use, ad valorem, property, transfer, conveyance, documentary, recording, notarial, value added, excise, registration, stamp, gross receipts and similar Taxes and fees ("Transfer Taxes"), arising out of or in connection with or attributable to the transactions effected pursuant to this Agreement, regardless of whether such Transfer Taxes, expenses and fees are imposed by Law on the Purchaser, the Purchased Assets or the Seller. Any Tax Returns that must be filed in connection with any Transfer Taxes will be prepared by the party that customarily has primary responsibility for filing such Tax Returns pursuant to the applicable Law under and according to which the respective Tax Returns are due to be filed; provided, however, that the preparing party will deliver such Tax Returns for the other party's review and approval (not to be unreasonably withheld, conditioned or delayed) at least ten (10) Business Days prior to the applicable due date. The parties will cooperate with each other in the provision of any information or preparation of any documentation that may be necessary or useful for obtaining any available mitigation, reduction or exemption from any such Transfer Taxes.

ARTICLE 10
GENERAL PROVISIONS

Section 10.1 Notices. All notices and other communications under this Agreement must be in writing and are deemed duly delivered when: (a) delivered, if delivered personally or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or by email with confirmation of receipt (or, the first Business Day following such transmission if the date of transmission is not a Business Day); or (c) received or rejected by the addressee, if sent by United States of America certified or registered mail, return receipt requested; in each case to the following addresses or facsimile numbers and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number or individual as a party may designate by notice to the other party):

If to the **Seller**:

Achaogen, Inc.
One Tower Place, Suite 400

South San Francisco, California 94080
Attn: Blake Wise, Chief Executive Officer
Email: bwise@achaogen.com

Meru, LLC
1372 Peachtree Street, NW, Suite 2121
Atlanta, GA 30309
Attn: Nick Campbell, Managing Partner
Email: nick@wearemeru.com

with a copy (which will not constitute notice) to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Attn: Richard Wynne, Esquire
Erin Brady, Esquire
Email: rick.wynne@hoganlovells.com
erin.brady@hoganlovells.com

If to the **Purchaser**:

Cipla USA Inc.
c/o Cipla Ltd.
Cipla House, Peninsula Business Park
Ganapatrao Kadam Marg, Lower Parel West
Mumbai, Maharashtra 400013, India
Attn: A.S. Kumar, Esq., Global General Counsel
email: as.kumar@cipla.com and cosecretary@cipla.com

with a copy (which will not constitute notice) to:

Kelley Drye & Warren LLP
101 Park Avenue, 27th Floor
New York, New York 10178
Attn: Deepak Nambiar, Esq.
Email: DNambiar@KelleyDrye.com

Section 10.2 Amendment. Except as otherwise expressly contemplated by this Agreement, this Agreement may not be amended, supplemented or otherwise modified except in a written document signed by each party hereto and that identifies itself as an amendment to this Agreement. Notwithstanding anything to the contrary herein, any deadline set forth in this Agreement that: (a) does not fall on a Business Day shall automatically be extended to the next Business Day; or (b) requires the Bankruptcy Court to either (i) hold a hearing by a specified date, or (ii) enter an order by a specified date, shall be subject to the Bankruptcy Court's availability, calendar or discretion and such deadline shall automatically be extended to such date

as the Bankruptcy Court is available or its calendar shall permit it to hold such hearing or enter such order, as applicable. All deadlines set forth herein may be modified by the parties hereto in accordance with this Section 10.2.

Section 10.3 Waiver and Remedies. The parties may, but are not required to: (a) extend the time for performance of any of the obligations or other acts of the other party to this Agreement; (b) waive any inaccuracies in the representations and warranties of the other party to this Agreement contained in this Agreement; or (c) waive compliance with any of the covenants or conditions for the benefit of such party contained in this Agreement. The parties hereto agree that: (i) any such extension or waiver by a party to this Agreement will be valid only if set forth in a written document signed on behalf of the party against whom the extension or waiver is to be effective; (ii) no extension or waiver will apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any covenant or condition, as the case may be, other than that which is specified in the written extension or waiver; and (iii) no failure or delay by a party in exercising any right or remedy under this Agreement or any of the documents delivered pursuant to this Agreement, and no course of dealing between the parties, operates as a waiver of such right or remedy, and no single or partial exercise of any such right or remedy precludes any other or further exercise of such right or remedy or the exercise of any other right or remedy. Notwithstanding anything to the contrary herein, any deadline set forth in this Agreement that does not fall on a Business Day shall automatically be extended to the next Business Day.

Section 10.4 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto and the documents and instruments referred to in this Agreement that are to be delivered at the Closing) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or between the parties, or either of them, written or oral, with respect to the subject matter of this Agreement.

Section 10.5 Assignment, Successors and No Third Party Rights. This Agreement binds and benefits the parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Seller under Chapter 11 or chapter 7 of the Bankruptcy Code and any entity appointed as a successor to the Seller pursuant to a confirmed Chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Purchaser may at any time delegate the performance of its obligations (other than the obligation to pay the Purchase Price) to any Affiliate of the Purchaser so long as the Purchaser remains fully responsible for the performance of the delegated obligation. The Purchaser may designate one or more Affiliates, including any special purpose entities that may be organized by the Purchaser for such purpose, to take title to the Purchased Assets or any portion thereof and operate the business going forward, and upon written notice to the Seller of any such designation by the Purchaser, the Seller agrees to execute and deliver all instruments of transfer with respect to the Purchased Assets directly to, and in the name of, the Purchaser's designees. No designation shall affect, in any way, any guaranty of payment and performance provided to the Seller by the Purchaser, and such guaranty shall continue to obligate the guarantor. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any

provision of this Agreement, except such rights as may inure to a successor or permitted assignee under this Section 10.5.

Section 10.6 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable Law.

Section 10.7 Exhibits and Schedules. The Exhibits and Schedules to this Agreement are incorporated herein by reference and made a part of this Agreement.

Section 10.8 Interpretation. In the negotiation of this Agreement, each party has received advice from its own attorney. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no provision of this Agreement will be interpreted for or against either party because that party or its attorney drafted the provision.

Section 10.9 Expenses. Except as otherwise provided herein, each party will pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

Section 10.10 Limitation on Liability. Notwithstanding any other provision of this Agreement to the contrary, in no event will any party or any of its Affiliates be liable for any special, incidental, indirect, exemplary, punitive or consequential damages (including lost profits, loss of revenue or lost sales) in connection with any claims, losses, damages or injuries arising out of the conduct of such party pursuant to this Agreement, regardless of whether the nonperforming party was advised of the possibility of such damages or not.

Section 10.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by either party in accordance with such party's specific terms or were otherwise breached by such party. The parties accordingly agree that, prior to the termination of this Agreement pursuant to Section 7.1, in addition to any other remedy to which a non-breaching party is entitled at law or in equity, the non-breaching party is entitled to injunctive relief to prevent breaches of this Agreement by the breaching party and otherwise to enforce specifically the provisions of this Agreement against the breaching party; provided that, the non-breaching party shall only be entitled to injunctive relief if such non-breaching party is not otherwise in breach of this Agreement or if the breaching party is not otherwise entitled to terminate this Agreement. Each party expressly waives any requirement that the other party obtains any bond or provides any indemnity in connection with any action seeking injunctive relief or specific enforcement of the provisions of this Agreement.

Section 10.12 Governing Law; Jurisdiction; Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE

INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT, DISPUTE OR PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS OF COMPETENT JURISDICTION LOCATED IN THE STATE OF DELAWARE OR IN THE BANKRUPTCY COURT (FOR SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION) AND EACH OF THE PARTIES HERETO IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, GENERALLY AND UNCONDITIONALLY, AND WAIVES ANY OBJECTIONS AS TO VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT HEREBY. NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

Section 10.13 No Joint Venture. Nothing in this Agreement creates a joint venture or partnership between the parties. This Agreement does not authorize any party hereto (a) to bind or commit, or to act as an agent, employee or legal representative of, any other party, except as may be specifically set forth in other provisions of this Agreement, or (b) to have the power to control the activities and operations of any other party. Each party agrees not to hold itself out as having any authority or relationship contrary to this Section 10.13.

Section 10.14 Counterparts; Signatures. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

SELLER:

ACHAOGEN, INC.

By: _____

Name: Blake Wise

Title: Chief Executive Officer

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

PURCHASER:

CIPLA USA,INC.

By: DocuSigned by: Nikhil Lalwani 76F968DGA5CB45E...
Name: Nikhil Lalwani
Title: CEO - InvaGen Pharmaceuticals

EXHIBIT A

FORM OF BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale") is made as of the ___ day of _____, 2019, by and between Achaogen, Inc. ("Seller"), to and in favor of _____ ("Purchaser"). Seller and Purchaser are each a "Party" hereto and are collectively referred to herein as the "Parties". All capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement dated _____, 2019 (the "Agreement"), pursuant to which the Seller agreed to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agreed to purchase from Seller, all of Seller's right, title and interest in and to the Purchased Assets, free and clear of all liens, pledges, mortgages, hypothecations and other encumbrances (the "Sale");

WHEREAS, the Bankruptcy Court entered the Sale Order on _____, 2019, approving the Sale of the Purchased Assets to Purchaser on the terms set forth in the Agreement and in the Sale Order; and

WHEREAS, pursuant to the Agreement, Seller has agreed to execute and deliver this Bill of Sale to effectuate the sale, transfer, assignment, conveyance and delivery of the Purchased Assets to Purchaser and its successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. For and in consideration of payment by Purchaser to Seller of the Purchase Price, all upon the terms and subject to the conditions set forth in the Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged and accepted by Seller, Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, its successors and assigns, all of Seller's entire right, title and interest in, to and under the Purchased Assets, free and clear of all liens, pledges, mortgages, hypothecations and other encumbrances, the same to be held and enjoyed by Purchaser for its use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as the same would have been held and enjoyed by Seller had this sale, transfer, assignment, conveyance and delivery not been made.

2. Seller and Purchaser hereby agree to execute and deliver any and all additional documents that Seller or Purchaser may reasonably request in order to more fully effect the agreements set forth in this Bill of Sale.

3. This Bill of Sale shall be subject to the terms and conditions set forth in the Agreement and the Sale Order. Seller and Purchaser hereby acknowledge and agree that the provisions of this Bill of Sale shall not modify or limit the full force and effect of the terms and provisions of the Agreement or the Sale Order, and that in the event of a conflict between the terms and

provisions of this Bill of Sale and the terms and provisions of the Agreement, the terms and provisions of the Agreement, as approved by the Sale Order, shall prevail, govern and control in all respects without limitation.

4. Section 10.12 of the Agreement is hereby incorporated by reference into this Bill of Sale and shall apply as if fully set forth herein *mutatis mutandis*.

5. The Parties may execute this Bill of Sale in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Bill of Sale is effective upon delivery of one executed counterpart from one Party to the other Party. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

6. The undertakings, covenants and agreements set forth herein shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first above written.

SELLER:

ACHAOGEN, INC.

By: _____
Name:
Title:

PURCHASER:

[_____]

By: _____
Name:
Title:

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of _____, 2019 (the "Agreement"), among Achaogen, Inc., as assignor (the "Assignor"), a Delaware corporation, and _____, a _____, in its capacity as assignee (the "Purchaser"), of the Assumed Liabilities. Assignor and Assignee are each a "Party" hereto and are collectively referred to herein as the "Parties". Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignor and Purchaser are parties to the Asset Purchase Agreement Agreement, dated as of [_____], 2019 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, assign, transfer, convey and deliver to the Purchaser all of the Seller's right, title and interest in and to the Purchased Assets and assign to the Purchaser the Assumed Liabilities and the Purchaser has agreed to purchase, acquire and accept all of the Assignor's right, title and interest in the Purchased Assets and assume the Assumed Liabilities from and after the Closing Date; and

WHEREAS, this Agreement is being provided to evidence the Assignor's assignment to the Purchaser, and the Purchaser's assumption, of the Assumed Liabilities, pursuant to the terms and conditions of the Purchase Agreement from and after the Closing Date.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. Assignment and Assumption of Liabilities. The Assignor hereby assigns, transfers and sets over unto the Purchaser all of the Assumed Liabilities and the Purchaser hereby assumes the Assumed Liabilities pursuant to the terms and conditions of the Purchase Agreement and Sale Order, including, without limitation, liability for the due performance of all the terms, covenants and conditions of the Assignor pursuant to, arising under or related to the Assumed Liabilities from and after the Closing on the Closing Date.

2. Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

3. Governing Law; Jurisdiction; Waiver of Jury Trial. Section 10.12 of the Purchase Agreement is hereby incorporated by reference into this Agreement and shall apply as if fully set forth herein mutatis mutandis.

4. Severability; Conflicts. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by

applicable Law. In the event of any conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Successors and Assigns. This Agreement shall bind the Parties, their legal representatives, and their permitted successors and assigns.

6. Entire Agreement. This Agreement and the Purchase Agreement constitute the entire agreement between the Parties. No amendment or modification of this Agreement shall be binding or valid unless set forth in writing and executed by the Parties.

7. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from one Party to the other Party. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the date first above written.

ASSIGNOR:

ACHAOGEN, INC.

By: _____
Name:
Title:

PURCHASER:

[_____]

By: _____
Name:
Title:

EXHIBIT C

FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of _____, 2019 (the "Effective Date"), is by and between _____, a _____ ("Assignee") and Achaogen, Inc., a Delaware corporation ("Assignor").

W I T N E S S E T H:

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, dated [•], 2019 (the "Asset Purchase Agreement"), between Assignee and Assignor, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other things, the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, assign, convey, deliver and transfer the entire right, title and interest in, to and under all of the Intellectual Property included in the Purchased Assets, including the Intellectual Property set forth on Exhibit A hereto (the "Assigned IP"), to Assignee and Assignee desires to acquire the entire right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee the entire right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, including the right to claim priority under the International Convention for the Protection of Industrial Property and under any other international arrangement to which the United States of America is or hereafter becomes a signatory (but not, for the avoidance of doubt, any Excluded Liability), (ii) all rights to sue, claim and recover for past, present and future infringement, misappropriation, dilution or other violation of any Assigned IP, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.

3. Concurrent with the execution of this Assignment, Assignor shall transfer any and all domain names and social media accounts included in the Assigned IP from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names and social media accounts in the applicable registrar) and shall deliver to

Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names and social media accounts.

4. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

5. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

6. As soon as practicable after execution of this Assignment, Assignor shall, at the cost and expense of the Assignee, use diligent efforts to support transition of the assigned intellectual property from Assignor to Assignee through legal counsel at Cooley LLP, Morrison & Foerster LLP and Reed Smith LLP, who the Assignor has engaged for acquisition and maintenance of the Intellectual Property, and instruct such legal counsel to cooperate as appropriate with the Assignee in furtherance of the activities contemplated in the Asset Purchase Agreement and this Assignment. Assignor shall also use diligent effort to instruct any inventors and other employees who are under control of the Assignor to cooperate with the Assignee in furtherance of the activities contemplated in the Asset Purchase Agreement and this Assignment, including as appropriate any signatures, oaths, or declarations Assignee may request to file, prosecute, record, or transfer of the Assigned IP and to cooperate with and assist the Assignee in any litigation or other legal proceedings involving the Assigned IP.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNOR:

ACHAOGEN, INC.

By: _____
Name:
Title:

STATE OF)
) ss
COUNTY OF)

On the ____ day of _____, ____, before me personally came _____, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as _____ of _____, the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

_____
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNEE:

[_____]

By: _____
Name:
Title:

STATE OF)
) ss
COUNTY OF)

On the ____ day of _____, ____, before me personally came _____, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as _____ of _____, the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

_____
Notary Public

(PLACE STAMP AND SEAL ABOVE)

EXHIBIT A

ASSIGNED IP

[Patents]

[Trademarks]

SCHEDULE 1

IT EQUIPMENT AND INFRASTRUCTURE

IT Equipment	Qty Needed	Price
Macbook Air 13	8	$4,800.00
DELL XPS 13	7	$4,200.00
Apple IPAD Pro	4	$2,000.00
Cisco Meraki MX250 Firewalls	2	$7,348.00
Cisco Meraki MS350-24FP Switches	2	$6,500.00
Netgear MX4300-24X24F Switches	3	$7,098.00
Dell PowerEdge R740xd Servers	6	$94,397.00
Synology RS3617xs+ Storage Appliances	2	$6,921.00
Synology RX1217RP Storage Appliance	1	$1,750.00
TrippLite KVM console	1	$150.00
APC power distribution units	2	$150.00
A few boxes containing various power and network cables	1	$100.00
CiscoASA_5525-X	1	$4,500.00
Cohesity NAS	1	$10,000.00
Rounding	-	$86.00
TOTAL Purchase Price to Buyer (excluding S&H fees)		**$150,000**

SCHEDULE 3.7

CONTRACTS

#	Contract Counterparty	Contract/Lease Title	Address	City	State	Zip
1.	Alcami Carolinas Corporation	Master Services Agreement	2320 Scientific Park Drive	Wilmington	NC	28405
2.	allphamed Pharbil Arzneimittel GmbH	Development and Clinical Trial Supply Agreement, Statement of Work #4-6	Hildebrandststr. 12	Gottingen	Germany	37081
3.	BioStorage Technologies, Inc.	Master Services Agreement (BARDA)	2910 Fortune Circle West #E	Indianapolis	IN	46241
4.	Charles River Laboratories, Inc.	Statement of Work #719020	22022 Transcanadienne	Senneville	Canada	H9X 3R3
5.	Diablo Analytics, Inc.	Master Services Agreement	5141 Lone Tree Way	Antioch	CA	94531
6.	Micromyx, LLC	Master Services Agreement	4717 Campus Drive	Kalamazoo	MI	49008
7.	Morrison Foerster LLP	Engagement Letter	25 Market St	San Francisco	CA	94105
8.	MWA Life Sciences, Inc.	Consulting Agreement	971 Baileyana Road	Hillsborough	CA	94010
9.	Pharmavize NV	Master Services Agreement	Kleinier 4	Gent	Belgium	9030
10.	PLANET PHARMA, LLC	Consulting Agreement, Exhibit DR (John Hoskins)	800 Hillgrove Avenue, Suite 102,	Western Springs	IL	60558
11.	Yogesh Sanghvi	Consulting Agreement	2802 Crystal Ridge Road	Encinitas	CA	92024
12.	Accretive Solutions - Northern California, Inc.	Permanent Placement Fee Agreement	17101 Armstrong Ave	Irvine	CA	92614
13.	Alturas Analytics, Inc.	Master Services, Agreement, Alturas, Archival Storage of CLP Study Documents 2019, SOW Q2089 CO #1, Quote 2930	1324 Alturas Drive	Moscow	ID	83843
14.	Amber Karin Evanoff, LLC	Consulting Agreement	2402 California Street, Apt 207	San Francisco	CA	94115

#	Contract Counterparty	Contract/Lease Title	Address		City	State	Zip
15.	Apex Life Sciences, LLC	Consulting Agreement, Exhibit A Amendment 1	3750 Collections Center Drive		Chicago	IL	60693
16.	Beckman Coulter, Inc.	Master services agreement	250 S Kraemer Blvd		Brea	CA	92821
17.	bioMerieux	Master services agreement	376 Chemin De L'Orme		Marcy L'Etoile	France	69 280
18.	Blaine Healthcare Associates, Inc.	Consulting Agreement	4945 St. Thomas Drive		Fair Oaks	CA	95628
19.	Box, Inc.	Service Order Box Licensing	900 Jefferson Ave		Redwood City	CA	94063
20.	Bristlecone, Inc.	Bristlecone, Inc., Consulting Agreement and Exhibit A	10 Almaden Blvd	Suite 600	San Jose	CA	95113
21.	Certara USA, Inc.	Master Services Agreement	222 S. Central Avenue, Suite 1008		Saint Louis	MO	63105
22.	Computer Sciences Corporation	Software License Agreement, Renewal Letter 2018-2019	–		–	–	–
23.	DocuSign, Inc.	DocuSign, Order Form	221 Main St #1550		San Francisco	CA	94105
24.	Jones Microbiology Institute, Inc.	Master Services Agreement	345 Beaver Kreek Centre, Suite A		North Liberty	IA	52317
25.	Master Control Inc.	End User License Agreement	6350 South	Suite 300 East	Salt Lake City	UT	84121
26.	PM Biosolutions, Inc.	Consulting Agreement, Exhibit D	86 Keith Street		St. Augustine	FL	32084
27.	Remel, Inc.	Master Services Agreement - Thermo Fisher Scientific	12076 Santa Fe Trail Drive		Lenexa	KS	66215
28.	SAS Institute, Inc.	Master License Agreement Amendment 2 to Services Supplement #3	100 SAS Campus Drive		Cary	NC	27513
29.	Takmos LLC (dba Renee C Hartsook)	Consulting Agreement, Exhibit A	4744 Telephone Road	Ste. 3-195	Ventura	CA	93003
30.	TM Consulting Services LLC	Consulting Agreement, Exhibit A Amendment 2	426 Antelope Drive		Sedona	AZ	86336
31.	Unanet, Inc.	License Proposal	22970 Indian Creek Drive	Suite 200	Dulles	VA	20166

#	Contract Counterparty	Contract/Lease Title	Address	City	State	Zip
32.	Validated Cloud Inc.	Validated Cloud, Order Form #20171221-00	330 Bear Hill Road, Ste 205	Waltham	MA	2451
33.	Veeva System, Inc.	Managed Services	4280 Hacienda Drive	Pleasanton	CA	94588
34.	Clinical Network Services Pty Ltd	Master Services Agreement	_	_	_	_
35.	Hill & Hill Quality Associates, LLC	Consulting Agreement, Exhibit L (Monita Dukhia), Exhibit J (Hana Huang)	20643 Crow Creek Rd., Suite 100	Castro Valley	CA	94552
36.	PharmaLex GmbH	Consulting Agreement	Bahnstrabe 42-46	Friedrichsdorf	Germany	61381
37.	Acorn NMR, Inc.	Master Services Agreement	7670 Las Positas Road	Livermore	CA	94551
38.	Hartford Hospital	Master Services Agreement, Exhibit G Amendment 1	80 Seymour Street	Hartford	CT	6102
39.	Mast International Division	Master Services Agreement	Mast House, Derby Road, Bottle	Merseyside	United Kingdom	L20 1EA

SCHEDULE 3.8(A)
INTELLECTUAL PROPERTY

I. PATENTS

Docket# Client Ref #	Country	Title	App # Filing Date	Patent # Grant Date	Parent # Filing Date	Category	Inventor(s)	Owner	Status
75783-20003.40 ACH-0603WO	Patent Cooperation Treaty	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	WO2018013870 01-18-2018		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.00 ACH-0603US2	US United States	COMBINATION PRODUCTS FOR THE TREATMENT OF BACTERIAL INFECTIONS AND METHODS OF PRODUCING OR DOSING OF SAME	15/649,585 US20180015100 07-13-2017			Normal	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.42 ACH-0603AU	AU Australian	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	2017295866 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Ian Friedland Allison Seiko Komirenko Logan Andrews Adrian Jubb Daniel John Cloutier Ryan Cirz	Achaogen, Inc.	Filed
75783-20003.43 ACH-0603BR	BR Brazilian	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE	BR112019000453-0 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko	Achaogen, Inc.	Filed

Docket# Client Ref #	Country	Title	App # Filing Date	Patent # Grant Date	Parent # Filing Date	Category	Inventor(s)	Owner	Status
		IN THE TREATMENT OF BACTERIAL INFECTIONS					Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews		
75783-20003.44 ACH-0603CA	CA Canadian	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	3,028,452 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.45 ACH-0603CN	CN Chinese	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	201780056869.X CN109715156 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.46 ACH-0603EP	EP European	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	17745911.2 EP3484472 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.48 ACH-0603IL	IL Israeli	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	264232 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed

Docket# Client Ref #	Country	Title	App # Filing Date	Patent # Grant Date	Parent # Filing Date	Category	Inventor(s)	Owner	Status
75783-20003.49 ACH-0603JP	JP Japanese	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	2019-501495 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.50 ACH-0603KR	KR South Korean	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	10-2019-7004290 KR20190039137 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.51 ACH-0603MX	MX Mexican	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	MX/a/2019/000531 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Logan Andrews Adrian Jubb	Achaogen, Inc.	Filed
75783-20003.52 ACH-0603NZ	NZ New Zealand	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	749464 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.53 ACH-0603PH	PH Philippines	COMBINATION OF CEFTIBUTEN AND	1-2019-500083 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier	Achaogen, Inc.	Filed

Docket# Client Ref #	Country	Title	App # Filing Date	Patent # Grant Date	Parent # Filing Date	Category	Inventor(s)	Owner	Status
		CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS					Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews		
75783-20003.54 ACH-0603RU	RU Russian	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.55 ACH-0603SA	SA Saudi Arabian	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	519400875 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.56 ACH-0603SG	SG Singaporean	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF BACTERIAL INFECTIONS	11201811345T 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz Adrian Jubb Logan Andrews	Achaogen, Inc.	Filed
75783-20003.57 ACH-0603ZA	ZA South African	COMBINATION OF CEFTIBUTEN AND CLAVULANIC ACID FOR USE IN THE TREATMENT OF	2019/00112 07-13-2017		PCT/US2017/042021 07-13-2017	PCT National Phase	Kevin Michael Krause Daniel John Cloutier Allison Seiko Komirenko Ian Friedland Ryan Cirz	Achaogen, Inc.	Filed

Docket# Client Ref #	Country	Title	App # Filing Date	Patent # Grant Date	Parent # Filing Date	Category	Inventor(s)	Owner	Status
		BACTERIAL INFECTIONS					Adrian Jubb Logan Andrews		
75783-30010.00	US United States	FORMULATIONS OF CEFTIBUTEN AND CLAVULANIC ACID	62/774,753 12-03-2018			Provisional	Andrew Antony Calabrese William John Galush Abdul Khader Mohammad	Achaogen, Inc.	Filed

II. TRADEMARKS

TM Record	TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services	Owner/Designations
US Federal Q1 uf 2	C-SCAPE SN: 87764379	Allowed - Intent to Use Notice of Allowance Issued October 30, 2018 Filed: January 22, 2018	(Int'l Class: 05) antibiotics	Achaogen, Inc. (Delaware Corp.) 1 Tower Place, Suite 300 South San Francisco California 94080

SCHEDULE 5.7(A)

CONTRACT AND CURE SCHEDULE

#	Contract Counterparty	Contract/Lease Title	Contract Date	Cure Amount ($)	Address	City	State	Zip
1	Alcami Carolinas Corporation	MSA Exhibit 9	1/11/2018	72,734	2320 Scientific Park Drive	Wilmington	NC	28405
		MSA Exhibit 4 Change Order 2	3/29/2017	0				
		MSA Exhibit 2 Change 3	9/21/2017	0				
		MSA Exhibit 8	12/11/2017	0				
2	allphamed Pharbil Arzneimittel GmbH	Statement of Work 5	4/14/2018	0	Hildebrandststr. 12	Gottingen	Germany	37081
		NextPharma - SOW No 6	1/24/2019	0				
		Statement of Work 4	1/31/2018	1,956				
3	BioStorage Technologies, Inc.	BioStorage Technologies, Inc., Master Services Agreement (BARDA)	4/13/2016	0	2910 Fortune Circle West #E	Indianapolis	IN	46241
		MSA (BARDA) Exhibit F	2/28/2018	0				
		MSA (BARDA) Exhibit E	11/8/2017	14,148				
4	Charles River Laboratories, Inc.	Charles River, Statement of Work # 719020, Amendment 2	8/15/2018	0	22022 Transcanadienne	Senneville	Canada	H9X 3R3
		Charles River, Statement of Work # 719020, Amendment 1	5/15/2018	0				
		Charles River,Revised Storage Letter and Disposal Quote	7/5/2018	0				
		Charles River - Archive Storage Letter	7/9/2018	0				
		Charles River,Archive Storage	4/24/2018	0				
		Charles River - Material Disposal Authorization	7/9/2018	0				
		Charles River, Amended Statement of Work No 01 (719019)	10/24/2018	3,900				
5	Micromyx, LLC	MSA Exhibit H	10/25/2027	0	4717 Campus Drive	Kalamazoo	MI	49008
6	Pharmavize NV	Pharmavize n.v. (Ardena), Master Services Agreement	8/1/2018	36,001	Kleinier 4	Gent	Belgium	9030

EXHIBIT C

[Intentionally Omitted]

EXHIBIT D

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and between

ACHAOGEN, INC.,

SELLER

and

UNITY BIOTECHNOLOGY, INC.,

PURCHASER

DATED AS OF JUNE 21, 2019

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Exhibits

Exhibit A – Form of Bill of Sale

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 21, 2019, by and between Achaogen, Inc., a Delaware corporation (the "Seller"), and UNITY Biotechnology, Inc., a Delaware corporation (the "Purchaser").

RECITALS

WHEREAS, the Seller is a biopharmaceutical company focused on the development and commercialization of innovative antibacterial agents for multi-drug resistant gram-negative infections (the "Business");

WHEREAS, on April 15, 2019, the Seller filed a voluntary petition (the "Petition") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Case No. 19-10844-BLS), and is operating and managing its businesses as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, subject to and upon the terms and conditions herein, the Seller desires to sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser desires to purchase and acquire from the Seller, all of the Purchased Assets;

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order approving such sale free and clear of all Liens and Claims, all as more specifically provided in this Agreement, and in accordance with sections 105, 363 and 365 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bidding Procedures Order; and

WHEREAS, the Seller and the Purchaser have negotiated in good faith and at arm's length for the purchase and sale of the Purchased Assets, the assumption of certain Liabilities associated therewith, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. For the purposes of this Agreement:

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with,

the specified Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, under no circumstance will the Purchaser and the Seller be deemed Affiliates of one another notwithstanding the possession by the Purchaser (whether or not exercised) of any rights of control with respect to the Seller.

"Agreement" has the meaning set forth in the Preamble.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

"Bidding Procedures" means the procedure governing the solicitation and selection of bids for the Purchased Assets under the supervision of the Bankruptcy Court which are attached as Exhibit 1 to the Bidding Procedures Order.

"Bidding Procedures Order" means the order entered by the Bankruptcy Court on May 1, 2019, approving the Bidding Procedures (Dkt. No. 123).

"Bill of Sale" has the meaning set forth in Section 2.6(a)(i).

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day other than Saturday, Sunday or any day on which banking institutions in Delaware are closed either under applicable Law or action of any Governmental Authority.

"Cash Amount" has the meaning set forth in Section 2.2.

"Chapter 11 Case" means the case commenced by the Seller under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (Case No. 19-10844-BLS).

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.5.

"Closing Date" has the meaning set forth in Section 2.5.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, including the regulations promulgated thereunder.

"Confidential Information" means any information that is not generally known to the public and that is or has been used, developed or obtained by the Seller and its Affiliates to the extent it relates to the Purchased Assets, including: (i) products or services; (ii) fees, costs and pricing structures; (iii) designs and specifications; (iv) analyses; (v) drawings, photographs and reports; (vi) computer software, including electronic mail, operating systems, applications and

program listings; (vii) flow charts, transaction summaries and models, manuals and documentation; (viii) databases; (ix) financial reports, investment summaries, and accounting and business methods; (x) ideas, formulas, compositions, inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice; (xi) supplier, customers and clients and supplier, customer, contact or client lists and other marketing data or plans; (xii) know-how; (xiii) manufacturing and production processes and techniques; (xiv) research and development information; (xv) files and records; and (xvi) all similar and related information in whatever form, except that Confidential Information will not include any information that has been published in a form generally available to the public, other than as a result of a disclosure by the parties hereto or their respective representatives.

"Contract" means any contract, agreement, lease, license, commitment, understanding, franchise, warranty, guaranty, mortgage, note, bond or other instrument or consensual obligation that is legally binding.

"Deposit" has the meaning set forth in Section 2.3.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of: (A) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Purchaser, in its sole and absolute discretion, elects to proceed with Closing; and (B) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Purchaser, in its sole and absolute discretion, elects to proceed.

"Governmental Authority" means any: (i) nation, region, state, county, city, town, village, district or other jurisdiction; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal); (iv) multinational organization exercising judicial, legislative or regulatory power; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature of any federal, state, local, municipal, foreign or other government.

"Governmental Authorization" means any approval, consent, ratification, waiver, license, permit, registration or other authorization issued or granted by any Governmental Authority.

"Judgment" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Authority or arbitrator.

"Knowledge of the Seller" or "the Seller's Knowledge" means the actual knowledge of the Chief Executive Officer of the Seller after due inquiry into the facts or circumstances supporting any representation, warranty or statement qualified by such terms.

"Law" means any applicable federal, state, local, municipal, foreign, international, multinational, or other constitution, law, statute, treaty, rule, regulation, ordinance or Code.

"Liability" means any liability or obligation, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due.

"Lien" means any possessory or non-possessory lien, license, encumbrance or charge against or other interest in any property or assets, whether voluntary or involuntary and whether statutory or contractual, including any mortgage, deed of trust, deed to secure debt, pledge, assignment, hypothecation, security interest, attachment, judgment, levy, conditional sale agreement, right of first refusal, right of first offer or other arrangement, and including any agreement to give any of the foregoing.

"Material Adverse Effect" means any event, change, circumstance, effect or other matter that has a material adverse effect on: (i) the condition or value of any material portion of the Purchased Assets, or (ii) the ability of the Seller to consummate timely the transactions contemplated by this Agreement; provided, however, that none of the following, either alone or in combination, will constitute, or be considered in determining whether there has been, a Material Adverse Effect: any event, change, circumstance, effect or other matter resulting from or related to: (A) [INTENTIONALLY OMITTED]; (B) any outbreak or escalation of war or major hostilities or any act of terrorism; (C) changes in Laws, United States generally accepted accounting principles or enforcement or interpretation thereof; (D) changes that generally affect the industries and markets in which the Seller operates; (E) changes in financial markets, general economic conditions (including prevailing interest rates, exchange rates, commodity prices and fuel costs) or political conditions; (F) any failure, in and of itself, of the Seller to meet any published or internally prepared projections, budgets, plans or forecasts of revenues, earnings or other financial performance measures or operating statistics; (G) any action taken or failed to be taken pursuant to or in accordance with this Agreement or at the request of, or consented to by, the Purchaser; (H) the filing or continuation of the Chapter 11 Case or any action approved by the Bankruptcy Court (or any other Governmental Authority in connection with any such Proceeding); (I) the execution or delivery of this Agreement, the consummation of the transactions contemplated by this Agreement or the public announcement or other publicity with respect to any of the foregoing; (J) any matter of which the Purchaser is aware of on the date of this Agreement; or (K) any change in or termination of the relationship of the Seller with its Service Providers, customers or suppliers.

"Non-Proration Items" has the meaning set forth in Section 9.2.

"Order" means any writ, judgment, decree, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (in each case whether preliminary or final).

"Other Seller Taxes" has the meaning set forth in Section 9.2.

"Outside Date" has the meaning set forth in Section 5.9(b)(ii).

"Person" means an individual or an entity, including a corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity, or any Governmental Authority.

"Petition" has the meaning set forth in the Recitals.

"Petition Date" means April 15, 2019, the date the Petition was filed with the Bankruptcy Court.

"Post-Closing Access and Cooperation Period" has the meaning set forth in Section 10.15(a).

"Proceeding" means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Proration Items" has the meaning set forth in Section 9.2.

"Purchase Price" has the meaning set forth in Section 2.2.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Purchaser" has the meaning set forth in the Preamble.

"Sale Order" means, collectively, one or more orders of the Bankruptcy Court in form and substance acceptable to the Purchaser and the Seller: (i) approving the sale of the Purchased Assets to the Purchaser free and clear of all Claims and Liens pursuant to section 363(f) of the Bankruptcy Code, on the terms and conditions set forth in this Agreement; (ii) authorizing consummation of the transactions contemplated hereby; (iii) containing a finding that the transactions contemplated by this Agreement are undertaken by the Seller and the Purchaser (solely in its capacity as such) at arm's length, without collusion and in good faith by the Purchaser within the meaning of section 363(m) of the Bankruptcy Code; (iv) assuring that the Purchaser will not be subject to successor liability for any claims or causes of action of any kind or character against the Seller, whether known or unknown, unless expressly assumed pursuant to this Agreement; (v) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement, and (vi) permitting the Purchaser to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

"SEC" means the Securities and Exchange Commission.

"Seller" has the meaning set forth in the Preamble.

"Seller SEC Documents" means all forms, statements, documents and reports filed or furnished by the Seller with the SEC since January 1, 2015, as amended through the date hereof.

"Service Provider" means any director, officer, employee or individual independent contractor of the Seller.

"Straddle Period" means any taxable period beginning before the Closing Date and ending after the Closing Date.

"Subsidiary" means, with respect to a specified Person, any corporation or other Person of which equity securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held directly or indirectly by the specified Person. When used in this Agreement without reference to a particular Person, "Subsidiary" means a Subsidiary of the Seller. Notwithstanding the foregoing, under no circumstance will the Seller be deemed a Subsidiary of the Purchaser notwithstanding the possession by the Purchaser (whether or not exercised) of any rights of control with respect to the Seller.

"Tax" means: (i) any federal, state, local, foreign or other tax, charge, fee, duty (including customs duty), levy or assessment, including any income, gross receipts, net proceeds, alternative or add-on minimum, corporation, ad valorem, turnover, real property, personal property (tangible or intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, profits, occupational, premium, interest equalization, windfall profits, severance, license, registration, payroll, environmental (including Taxes under section 59A of the Code), capital stock, capital duty, disability, estimated, gains, wealth, welfare, employee's income withholding, other withholding, unemployment or social security or other tax of whatever kind (including any fee, assessment or other charges in the nature of or in lieu of any tax) that is imposed by any Governmental Authority; (ii) any interest, fines, penalties or additions resulting from, attributable to, or incurred in connection with any items described in this paragraph or any related contest or dispute; and (iii) any Liability for the Taxes of another Person.

"Tax Return" means any report, return, declaration, claim for refund, or information return or statement related to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party" means any Person and/or group of Persons other than the Seller, the Purchaser or any of their respective Affiliates.

"Transfer Taxes" has the meaning set forth in Section 9.1.

Section 1.2 Construction. Any reference in this Agreement to an "Article," "Section," or "Exhibit" refers to the corresponding Article, Section or Exhibit of or to this Agreement, unless the context indicates otherwise. The table of contents and the headings of Articles and Sections are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. All words used in this Agreement are to be construed to be of such gender or number as the circumstances require. The words "including," "includes" or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance. Where this Agreement states that a party "shall", "will" or "must" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any reference to a Contract or other document as of a given date means the Contract or other document as amended, supplemented and modified from time to time through such date. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not merely mean "if." References to "any" shall mean "any and all," and "or" is used in the inclusive sense of "and/or."

ARTICLE 2
THE TRANSACTION

Section 2.1 Sale and Purchase of Purchased Assets. In accordance with the provisions of this Agreement and the Sale Order, and except as set forth in Section 2.2, at the Closing, the Seller will, to the extent transferable under applicable Law, sell, convey, assign, transfer and deliver to the Purchaser, and the Purchaser will purchase and acquire from the Seller, all of the Seller's right, title and interest in and to the following properties and assets of the Seller related to the Tie2 antibody program: (i) any and all humanized and fully human Tie2 monoclonal antibodies (the "Tie2 Biological Materials"), and (ii) Tie2 antibody data, including sequence data and raw data, and Tie2 antibody electronic program files (collectively, the "Tie2 Data Materials"), in each case, free and clear of all Liens and Claims (all of the assets to be sold, conveyed, assigned, transferred or delivered to the Purchaser are referred to as the "Purchased Assets"). For purposes of clarity, Exhibit B provides additional details on where the Purchased Assets may be located at Seller's facilities. Notwithstanding anything to the contrary, the Seller will use commercially reasonable efforts to locate and transfer all properties and assets related to the Purchased Assets, but given the current staffing and resources of the Seller, the Purchaser acknowledges that not all such material may be capable of being located.

Section 2.2 Consideration. The consideration for the Purchased Assets (the "Purchase Price") consists of cash in the amount of $125,000.00 (the "Cash Amount").

Section 2.3 Deposit. Contemporaneously with the Purchaser delivering an executed copy of this Agreement to the Seller, the Purchaser shall provide a good faith cash deposit to the Seller (the "Deposit") equal to $5,000.00 by wire transfer to US Bank, National Association as master escrow agent pursuant to wire instructions to be provided to the Purchaser upon its

request. The Deposit shall be applied by the Seller to the satisfaction of the Purchase Price at the Closing (subject to the other provisions of this Agreement).

Section 2.4 [INTENTIONALLY OMITTED]

Section 2.5 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Hogan Lovells US LLP, 4085 Campbell Avenue, Suite 100, Menlo Park, California 94025, no later than June 26, 2019 (or such other date set forth in the Bidding Procedures Order), starting at 10:00 a.m., prevailing Pacific time, if not conducted electronically at the option of the parties hereto. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 2.6 Closing Deliveries.

(a) At the Closing, the **Seller** will deliver or cause to be delivered to the Purchaser:

(i) a bill of sale in the form of Exhibit A (the "Bill of Sale") executed by the Seller;

(ii) a certificate, dated as of the Closing Date, executed by the Seller confirming the satisfaction of the conditions specified in Section 6.1(a) and 6.1(b);

(iii) such other instruments of sale, transfer, conveyance and assignment as the Purchaser reasonably requests for the purpose of consummating the transactions contemplated by this Agreement.

(b) At the Closing, the **Purchaser** will deliver or cause to be delivered to the Seller or for the Seller's benefit:

(i) the Cash Amount by wire transfer of immediately available funds to an account designated by the Seller prior to the Closing, less the amount of the Deposit and any interest thereon at the rate specified, if any, in the master escrow agreement with US Bank, National Association;

(ii) the Bill of Sale executed by the Purchaser;

(iii) a certificate, dated as of the Closing Date, executed by the Purchaser confirming the satisfaction of the conditions specified in Section 6.2(a) and Section 6.2(b); and

(iv) such other instruments of assumption as the Seller reasonably requests for the purpose of consummating the transactions contemplated by this Agreement.

Section 2.7 [INTENTIONALLY OMITTED].

Section 2.8 Consents. As to any Purchased Asset, the Seller will use commercially reasonable efforts to obtain as promptly as practicable prior to the Closing (and, prior to the entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing the Chapter 11 Case, and subject to the availability of funds for such purpose, use commercially reasonable efforts to continue seeking after the Closing, if consent is not obtained prior to the Closing), the consent of any other parties to transfer such Purchased Asset to the Purchaser or, if required, novation thereof to the Purchaser or, alternatively, written confirmation from such parties reasonably satisfactory to the Seller and the Purchaser that such consent is not required. In no event, however, will the Seller be obligated to pay any money to any Person or to offer or grant financial or other accommodations to any Person in connection with obtaining any consent, waiver, confirmation, novation or approval. The Purchaser acknowledges that no adjustment to the Purchase Price will be made for any Purchased Assets that are not assigned and that the Purchaser will have no claim against the Seller after the Closing in respect of any such unassigned Purchased Assets.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser as follows, except as disclosed in the Seller SEC Documents available prior to the date hereof:

Section 3.1 Organization. The Seller is a corporation duly organized and validly existing and in good standing under the Laws of the State of Delaware. Except as a result of the filing of the Petition, the Seller has all requisite power and authority to conduct the Business as presently conducted.

Section 3.2 Authority and Enforceability. Subject only to the entry of the Bidding Procedures Order and the Sale Order, the Seller has all requisite corporate power, authority and capacity to execute and deliver this Agreement and the other agreements contemplated hereunder and to perform its obligations under this Agreement and such other agreements. Subject only to the entry of the Bidding Procedures Order and the Sale Order, the execution, delivery and performance of this Agreement and the other agreements contemplated hereunder and the consummation of the transactions contemplated by this Agreement and such other agreements by the Seller have been duly authorized by all necessary action on the part of the Seller. The Seller has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Purchaser and subject to the entry of the Sale Order, this Agreement constitutes the valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

Section 3.3 No Conflict. Subject only to the entry of the Bidding Procedures Order and the Sale Order, and except in any case that has not had, and would not reasonably be expected to have, a Material Adverse Effect, neither the execution, delivery and performance of this Agreement by the Seller, nor the consummation by the Seller of the transactions contemplated by this Agreement, will: (a) conflict with or violate the Seller's organizational documents; (b) result in a breach or default under, or create in any Person the right to terminate, cancel, accelerate or modify, or require any notice, consent or waiver under, any material

Contract; (c) violate any Law or Judgment applicable to the Seller, the Business or the Purchased Assets; or (d) require the Seller to obtain any Governmental Authorization.

Section 3.4 Title to Assets; Liens. As of the date of this Agreement, the Seller has good and marketable title to the Purchased Assets, and subject to the entry of the Sale Order, at Closing, the Purchaser will be vested with good and marketable title to all of the Purchased Assets, which Purchased Assets shall be conveyed free and clear of any Liens or Claims by order of the Bankruptcy Court.

Section 3.5 Claims, Litigation and Disputes. There are currently no pending or, to the Knowledge of the Seller, threatened in writing, lawsuits, administrative or regulatory proceedings, actions, orders, or reviews, or formal complaints or investigations or inquiries, including grand jury subpoenas by any Person, concerning or against the Seller to which the Purchased Assets may be subject.

Section 3.6 Compliance With Laws; Governmental Authorizations. The Seller is in compliance with all Laws, Orders, ordinances, decrees, rules or regulations of any Governmental Authority applicable to the Purchased Assets, except such noncompliance which has not had, and would not reasonably be expected to have, a Material Adverse Effect.

Section 3.7 [INTENTIONALLY OMITTED]

Section 3.8 [INTENTIONALLY OMITTED]

Section 3.9 [INTENTIONALLY OMITTED]

Section 3.10 [INTENTIONALLY OMITTED]

Section 3.11 [INTENTIONALLY OMITTED]

Section 3.12 [INTENTIONALLY OMITTED]

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller as follows:

Section 4.1 Organization and Good Standing. The Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to conduct its business as it is presently conducted.

Section 4.2 Authority and Enforceability. The Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser. The Purchaser has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Seller and subject to the entry of the Sale Order, this Agreement constitutes

the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to: (a) Laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b) Laws governing specific performance, injunctive relief and other equitable remedies.

Section 4.3 No Conflict. Neither the Purchaser's execution, delivery and performance of this Agreement, nor the consummation by the Purchaser of the transactions contemplated by this Agreement, will: (a) conflict with or violate the Purchaser's organizational documents; (b) result in a breach or default under or create in any Person the right terminate, cancel, accelerate or modify, or require any notice, consent or waiver under, any Contract to which the Purchaser is a party or by which the Purchaser is bound, in any case with or without due notice or lapse of time or both; (c) result in the imposition of any Lien or other encumbrance on any of the assets of the Purchaser; (d) violate any Law or Judgment applicable to the Purchaser; or (e) require the Purchaser to obtain any Governmental Authorization or make any filing with any Governmental Authority.

Section 4.4 Legal Proceedings. There is no Proceeding pending or, to the Purchaser's knowledge, threatened against the Purchaser that questions or challenges the validity of this Agreement or that may prevent, delay, make illegal or otherwise interfere with the ability of the Purchaser to consummate any of the transactions contemplated by this Agreement.

Section 4.5 Availability of Funds . The Purchaser has immediately available cash in an amount sufficient to allow the Purchaser to perform all of its obligations under this Agreement.

Section 4.6 No Knowledge of Breach or Inaccuracy. The Purchaser has no knowledge of any breach of, or inaccuracy in, or any fact, event, breach, condition or occurrence that may constitute a breach of, or inaccuracy in, any representation or warranty made by the Seller in this Agreement.

Section 4.7 Independent Investigation. The Purchaser has conducted its own independent investigation, review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Business as it has deemed appropriate, which investigation, review and analysis was done by the Purchaser and its representatives. The Purchaser acknowledges that it and its representatives have been provided adequate access to the personnel, properties, premises and records of the Business for such purpose. In entering into this Agreement, the Purchaser acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any factual representations or opinions of the Seller or its representatives (except the representations and warranties set forth in Article 3). The Purchaser hereby acknowledges and agrees that: (a) the Purchaser is purchasing the Purchased Assets from the Seller "as is" and "where is" and, other than the representations and warranties set forth in Article 3, none of the Seller, any of its Affiliates, or any of their respective officers, directors, employees, agents, representatives or stockholders make or have made any representation or warranty, express or implied, at law or in equity, as to any matter whatsoever relating to the Business, the Purchased Assets or any other matter relating to the transactions contemplated by this Agreement including as to: (i) merchantability or fitness for any particular use or purpose; (ii) the operation of the Business by

the Purchaser after the Closing in any manner; or (iii) the probable success or profitability of the Business after the Closing; and (b) none of the Seller, any of its Affiliates, or any of their respective officers, directors, employees, agents, representatives or stockholders will have or will be subject to any Liability or indemnification obligation to the Purchaser or any other Person resulting from the distribution to the Purchaser or its Affiliates or representatives of, or the Purchaser's use of, any information relating to the Business or any other matter relating to the transactions contemplated by this Agreement, including any descriptive memoranda, summary business descriptions or any information, documents or material made available to the Purchaser or its Affiliates or representatives, whether orally or in writing, in certain "data rooms," management presentations, functional "break-out" discussions, responses to questions submitted on behalf of the Purchaser or in any other form in expectation of the transactions contemplated by this Agreement.

ARTICLE 5
COVENANTS

Section 5.1 [INTENTIONALLY OMITTED]

Section 5.2 [INTENTIONALLY OMITTED]

Section 5.3 [INTENTIONALLY OMITTED]

Section 5.4 Consents and Filings; Commercially Reasonable Efforts.

(a) Subject to the terms and conditions of this Agreement, each of the parties will use their respective commercially reasonable efforts: (i) to take promptly, or cause to be taken, all actions, and to do promptly, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement; and (ii) as promptly as practicable after the date of this Agreement, to obtain all Governmental Authorizations from, and make all filings with, all Governmental Authorities, and to obtain all other consents, waivers, approvals and other authorizations from, all other Third Parties, that are necessary or advisable in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

(b) Each of the Seller and the Purchaser will promptly notify the other of any communication it or any of its Affiliates receives from any Governmental Authority relating to the transactions contemplated by this Agreement, and will permit the other party to review in advance any proposed communication by such party to any Governmental Authority. Neither the Seller nor the Purchaser will agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry relating to the transactions contemplated by this Agreement unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate at such meeting. Each of the Seller and the Purchaser will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other party may reasonably request in connection with the foregoing. Each of the Seller and the Purchaser will provide each other with copies of all correspondence, filings or communications between them or any of their representatives, on the one hand, and any

Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement.

Section 5.5 [INTENTIONALLY OMITTED]

Section 5.6 Confidentiality. Effective upon the Closing Date, all confidentiality agreements between the Seller and the Purchaser concerning the Seller, the Business or the transactions contemplated hereby shall terminate. Following the Closing, the Seller will, and will instruct its directors, officers, Service Providers and advisors to, hold in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all Confidential Information, except to the extent that such Confidential Information: (a) must be disclosed in connection with the obligations of the Seller pursuant to this Agreement; (b) can be shown to have been in the public domain through no fault of the Seller; (c) becomes a matter of public record as a result of the Chapter 11 Case and filings made with the Bankruptcy Court with respect thereto; or (d) was later lawfully acquired by the Seller from sources other than those related to its prior ownership of the Business. Notwithstanding the foregoing, in no event will this Section 5.6 limit or otherwise restrict the right of the Seller to disclose such Confidential Information: (i) to its and its Affiliates' respective directors, officers, Service Providers, agents and advisors to the extent reasonably required to facilitate any delivery or performance of this Agreement; (ii) to any Governmental Authority or arbitrator to the extent reasonably required in connection with any Proceeding relating to the enforcement of this Agreement; or (iii) as otherwise required by applicable Law.

Section 5.7 Public Announcements. Prior to the Closing, neither the Purchaser nor the Seller will issue any press release or make any other public announcement relating to this Agreement or the transactions contemplated hereby without the prior written approval of the other party (which approval will not be unreasonably withheld, conditioned or delayed), unless required by applicable Law or by any listing agreement with any national securities exchange. Prior to issuing any such press release or making any such other public announcement as required by applicable Law or by any listing agreement with any national securities exchange and without the other party's prior written approval, the disclosing party will give the other party a copy of the proposed press release or other public announcement and reasonable opportunity to comment on the same.

Section 5.8 Bulk Transfer Laws. The Seller shall ensure that the Sale Order shall provide either that: (a) the Seller has complied with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement; or (b) compliance with such Laws described in the foregoing clause (a) is not necessary or appropriate under the circumstances.

Section 5.9 Bankruptcy Court Matters.

(a) The Purchaser and the Seller will use their respective good faith and commercially reasonable efforts to cause the Sale Order to become a Final Order as soon as practicable after its entry.

(b) The Seller shall:

(i) cause the Bankruptcy Court to enter the Sale Order by no later than 11:59 p.m. prevailing Eastern time on June 24, 2019, or such other date set forth in the Bidding Procedures Order; and

(ii) consummate the Closing as promptly as practicable after entry of the Sale Order, but in no event later than 11:59 p.m. prevailing Pacific time on or before July 9, 2019 (the "Outside Date").

(c) The Seller will promptly take such actions as are reasonably requested by the Purchaser to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by the Purchaser of its obligations under this Agreement and all other agreements, instruments, certificates and other documents to be entered into or delivered in connection with the transactions contemplated by this Agreement and demonstrating that the Purchaser is a good faith buyer under section 363(m) of the Bankruptcy Code.

(d) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Seller will promptly notify the Purchaser of such appeal, petition, motion or stay request and the Seller, with input from the Purchaser, will take all reasonable steps to defend against such appeal, petition, motion or stay request. Notwithstanding the foregoing, nothing in this Agreement precludes the parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Purchaser, in its sole discretion, waives in writing the condition set forth in Section 6.1(d) that the Sale Order be a Final Order.

(e) The Seller and the Purchaser shall comply with all of their respective obligations under the Bidding Procedures Order and Sale Order (after the entry of such order by the Bankruptcy Court).

(f) The Seller shall comply (or obtain an order waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules in connection with obtaining approval of the transactions contemplated by this Agreement. The Seller shall serve on all required Persons, including: (i) all Persons who are known to possess or assert a Claim or Lien against or interest in the Purchased Assets; (ii) all applicable Governmental Authorities; (iii) all other Persons required by any order of the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules; and (iv) using commercially reasonable efforts to serve any other Persons that the Purchaser reasonably may request, any notice of the motions, hearings, or orders necessary to comply with its obligations under this Section 5.9 and to consummate the transactions contemplated hereby.

Section 5.10 Bankruptcy Court Approval.The Purchaser and the Seller acknowledge that, under the Bankruptcy Code, the sale of Purchased Assets is subject to approval of the Bankruptcy Court. The Purchaser and the Seller acknowledge that to obtain such approval, the Seller must demonstrate that it has taken reasonable steps to obtain the highest or best value possible for the Purchased Assets, including giving notice of the transactions contemplated by

this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Purchased Assets to prospective bidders, entertaining higher or better offers from qualified bidders.

Section 5.11 [INTENTIONALLY OMITTED]

Section 5.12 [INTENTIONALLY OMITTED]

Section 5.13 [INTENTIONALLY OMITTED]

Section 5.14 [INTENTIONALLY OMITTED]

Section 5.15 [INTENTIONALLY OMITTED]

Section 5.16 [INTENTIONALLY OMITTED]

Section 5.17 Further Actions. Subject to the other express provisions of this Agreement, upon the request of either party to this Agreement, the other party will execute and deliver such other documents, instruments and agreements as the requesting party may reasonably require for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

Section 5.18 Indemnification of Seller by Purchaser. Purchaser will indemnify and defend Seller and its and their officers, directors, managers and employees (each, a "Seller Indemnified Party") from and against all claims, causes of action, suits, demands, damages, costs and expenses, including legal expenses and attorney's fees (collectively, "Specified Claims") asserted by Ligand Pharmaceuticals Incorporated, as the successor in interest to Crystal Bioscience Inc., and its Affiliates, to the extent such Specified Claims arise out of or are attributable to: (a) Purchaser's acquisition of the Purchased Assets pursuant to the terms of this Agreement; or (b) Purchaser's acquisition of the Purchased Assets in connection with Seller's proceedings pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1. If a Seller Indemnified Party seeks indemnification from Purchaser, such Seller Indemnified Party must promptly give notice to Purchaser of any such actual or threatened Specified Claims, made or filed against it that forms the basis for such claim of indemnification and must cooperate fully with Purchaser in the investigation and defense of all such Specified Claims; provided, that the failure of a Seller Indemnified Party to give such notice promptly shall not affect such Seller Indemnified Party's rights under this Section 5.18 except to the extent such failure is actually prejudicial to the rights and obligations of the Purchaser. Purchaser has the right to assume such Seller Indemnified Party's defense in any such Specified Claims. Each such Seller Indemnified Party must use reasonable efforts to cooperate in the defense. No compromise or settlement of any Specified Claims may be made by Purchaser without each such Seller Indemnified Party's written consent if the compromise or settlement involves admission of fault by such Seller Indemnified Party or specific performance by such Seller Indemnified Party.

ARTICLE 6
CONDITIONS PRECEDENT TO OBLIGATION TO CLOSE

Section 6.1 Conditions to the Obligation of the Purchaser. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by the Purchaser, in whole or in part, in its sole and absolute discretion):

(a) Accuracy of Representations and Warranties. The representations and warranties of the Seller in Article 3 must be true and correct in all respects as of the Closing (other than representations and warranties which by their terms are made as of a specific date, which shall have been true and correct in all respects as of such date), except where the failure of such representations and warranties to be so true and correct (disregarding all materiality qualifiers contained therein for this purpose) has not had, and would not reasonably be expected to have, a Material Adverse Effect;

(b) Performance of Covenants. All of the covenants and obligations that the Seller is required to perform or comply with under this Agreement on or before the Closing Date must have been duly performed and complied with in all material respects;

(c) No Action. There must not be in effect any Law or Judgment that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(d) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to the Purchaser;

(e) No Material Adverse Effect. There shall not have occurred any event or occurrence (regardless of whether such event or occurrence constitutes a breach of any representation, warranty, or covenant of the Seller under this Agreement) after the date of this Agreement which has had, or would reasonably be expected to have, a Material Adverse Effect; and

(f) Transaction Documents. The Seller must have delivered or caused to be delivered each document under Section 2.6(a).

Section 6.2 Conditions to the Obligations of the Seller. The obligation of the Seller to perform any obligations hereunder, including to consummate the transactions contemplated by this Agreement, is subject to each of the following conditions (any of which may be waived by the Seller, in whole or in part):

(a) Accuracy of Representations and Warranties. The representations and warranties of the Purchaser in Article 4 must be true and correct in all respects as of the Closing (other than representations and warranties which by their terms are made as of a specific date, which shall have been true and correct in all respects as of such date), except where the failure of such representations and warranties to be so true and correct (disregarding all materiality qualifiers contained therein for this purpose) has not had, and would not reasonably be expected to have, a material adverse effect on the Purchaser's ability to timely complete the transactions contemplated by this Agreement;

(b) Performance of Covenants. All of the covenants and obligations that the Purchaser is required to perform or comply with under this Agreement on or before the Closing Date must have been duly performed and complied with in all material respects;

(c) No Action. There must not be in effect any Law or Judgment that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(d) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to the Seller; and

(e) Transaction Documents. The Purchaser must have delivered or caused to be delivered to the Seller each document that Section 2.6(b) requires it to deliver.

ARTICLE 7
TERMINATION

Section 7.1 Termination Events.

(a) This Agreement may, by written notice given before the Closing, be terminated:

(i) by mutual consent of the Purchaser and the Seller;

(ii) **by the Purchaser** (so long as the Purchaser is not then in material breach of any of its representations, warranties or covenants contained in this Agreement), if (A) there has been a breach of any of the Seller's representations, warranties or covenants contained in this Agreement which would result in the failure of the conditions set forth in Section 6.1(a) or Section 6.1(b), as applicable, to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Seller from the Purchaser or cannot be cured by the Outside Date; or (B) any other condition set forth in Section 6.1 remains unsatisfied by the Outside Date;

(iii) **by the Seller** (so long as the Seller is not then in material breach of any of its representations, warranties or covenants contained in this Agreement), if (A) there has been a breach of any of the Purchaser's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 6.2(a) or Section 6.2(b), as applicable, to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Purchaser from the Seller or cannot be cured by the Outside Date; or (B) any other condition set forth in Section 6.2 remains unsatisfied by the Outside Date;

(iv) **by either the Purchaser or the Seller**, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 7.1(a)(iv) will not be available to any party whose failure to fulfill any covenant or obligation under this Agreement is the

cause of or resulted in the action or event described in this Section 7.1(a)(iv) occurring; or

(v) **by the Purchaser** if: (A) the Chapter 11 Case is dismissed or converted into a case under chapter 7 of the Bankruptcy Code; or (B) an examiner with expanded powers or trustee is appointed in the Chapter 11 Case.

Section 7.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 7.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other party or its Affiliates, except that Section 5.7 (*Public Announcements*), Article 10 (*General Provisions*) (except for Section 10.10 (*Specific Performance*)) and this Section 7.1(a)(ii) shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by a party because of the knowing and intentional breach of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

(b) Without in any way limiting the foregoing, following entry by the Bankruptcy Court of an order authorizing the Sale to the Purchaser, if the Purchaser fails to consummate the sale as the result of a breach by the Purchaser of any of its obligations under this Agreement, the Deposit shall be forfeited to the Seller as liquidated damages.

ARTICLE 8
NO SURVIVAL

Section 8.1 No Survival of Representations and Warranties and Certain Covenants. Each of the representations, warranties and covenants (other than covenants that, by their terms, survive the Closing or termination of this Agreement) in this Agreement or any agreement or certificate to be executed or delivered in connection with the transactions contemplated by this Agreement shall terminate at the Closing or upon termination of this Agreement pursuant to Section 7.1 and, following the Closing or the termination of this Agreement, as the case may be, no party shall make any claim whatsoever for any breach of any such representation, warranty or covenant hereunder, subject to Section 7.1(a)(ii).

ARTICLE 9
TAX MATTERS

Section 9.1 Transfer Taxes. The Purchaser will pay in a timely manner all applicable sales**,** use, ad valorem, property, transfer, conveyance, documentary, recording, notarial, value added, excise, registration, stamp, gross receipts and similar Taxes and fees ("Transfer Taxes"), arising out of or in connection with or attributable to the transactions effected pursuant to this Agreement, regardless of whether such Transfer Taxes, expenses and fees are imposed by Law on the Purchaser, the Purchased Assets or the Seller. Any Tax Returns that must be filed in

connection with any Transfer Taxes will be prepared by the party that customarily has primary responsibility for filing such Tax Returns pursuant to the applicable Law under and according to which the respective Tax Returns are due to be filed; provided, however, that the preparing party will deliver such Tax Returns for the other party's review and approval (not to be unreasonably withheld, conditioned or delayed) at least ten (10) Business Days prior to the applicable due date. The parties will cooperate with each other in the provision of any information or preparation of any documentation that may be necessary or useful for obtaining any available mitigation, reduction or exemption from any such Transfer Taxes.

Section 9.2 Proration Items. Personal property Taxes, real property Taxes and other similar Taxes (the "Proration Items") with respect to the Purchased Assets for any Taxable period beginning before the Closing Date and ending after the Closing Date shall be prorated on a per diem basis between the Purchaser and the Seller as of the Closing Date. The amount of the Proration Items attributable to the Seller shall be equal to the amount of Tax for the period multiplied by a fraction, the numerator of which shall be the number of days from the beginning of the period through and including the Closing Date and the denominator of which shall be the entire number of days in the period. For purposes of allocating all other Taxes ("Non-Proration Items") with respect to the Purchased Assets for any Straddle Period, such Taxes shall be allocated between the pre-Closing portion of such Straddle Period and the post-Closing portion of such Straddle Period based on an interim closing of the books at the end of the day on the Closing Date. The Seller shall bear any Non-Proration Items allocable to the pre-Closing portion of any Straddle Period and any other unpaid Taxes with respect to the Purchased Assets for Tax periods ending on or prior to the Closing Date (such Non-Proration Items and other pre-Closing Date Taxes, "Other Seller Taxes"). The amount of all such Proration Items attributable to the Seller and the amount of any Other Seller Taxes shall be estimated as of the Closing Date and deducted from the Purchase Price at the Closing; provided, however that final payments with respect to the Proration Items or Other Seller Taxes that are not able to be calculated as of the Closing Date shall be calculated and the Seller (or any successor thereof or any estate) shall pay over any additional amount as soon as practicable after the Closing Date, but no later than five (5) Business Days after determination of such additional amounts.

ARTICLE 10
GENERAL PROVISIONS

Section 10.1 Notices. All notices and other communications under this Agreement must be in writing and are deemed duly delivered when: (a) delivered, if delivered personally or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile with confirmation of transmission by the transmitting equipment (or, the first Business Day following such transmission if the date of transmission is not a Business Day) or by email; or (c) received or rejected by the addressee, if sent by United States of America certified or registered mail, return receipt requested; in each case to the following addresses or facsimile numbers and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number or individual as a party may designate by notice to the other party):

If to the **Seller**:

Achaogen, Inc.
One Tower Place, Suite 400
South San Francisco, California 94080
Attn: Blake Wise, Chief Executive Officer
Email: bwise@achaogen.com

with a copy (which will not constitute notice) to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Attn: Richard Wynne, Esquire
Erin Brady, Esquire
Email: rick.wynne@hoganlovells.com
erin.brady@hoganlovells.com

If to the **Purchaser**:

UNITY Biotechnology, Inc.
3280 Bayshore Blvd, Suite 100
Brisbane, CA 94005
Attn: General Counsel
email: legal@unitybiotechnology.com

with a copy (which will not constitute notice) to:

Pachulski Stang Ziehl & Jones LLP
150 California Street, 15th Floor
San Francisco, CA 94111
Attn: John Fiero
email: jfiero@pszjlaw.com

Section 10.2 Amendment. Except as otherwise expressly contemplated by this Agreement, this Agreement may not be amended, supplemented or otherwise modified except in a written document signed by each party hereto and that identifies itself as an amendment to this Agreement. Notwithstanding anything to the contrary herein, any deadline set forth in this Agreement that: (a) does not fall on a Business Day shall automatically be extended to the next Business Day; or (b) requires the Bankruptcy Court to either (i) hold a hearing by a specified date, or (ii) enter an order by a specified date, shall be subject to the Bankruptcy Court's availability, calendar or discretion and such deadline shall automatically be extended to such date as the Bankruptcy Court is available or its calendar shall permit it to hold such hearing or enter such order, as applicable. All deadlines set forth herein may be modified by the Parties in accordance with this Section 10.2.

Section 10.3 Waiver and Remedies. The parties may, but are not required to: (a) extend the time for performance of any of the obligations or other acts of the other party to this Agreement; (b) waive any inaccuracies in the representations and warranties of the other party to this Agreement contained in this Agreement; or (c) waive compliance with any of the covenants or conditions for the benefit of such party contained in this Agreement. Any such extension or waiver by a party to this Agreement (i) will be valid only if set forth in a written document signed on behalf of the party against whom the extension or waiver is to be effective; and (ii) will not apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any covenant or condition, as the case may be, other than that which is specified in the written extension or waiver. Any failure or delay by a party in exercising any right or remedy under this Agreement or any of the documents delivered pursuant to this Agreement, and no course of dealing between the parties, shall operate as a waiver of such right or remedy, and no single or partial exercise of any such right or remedy precludes any other or further exercise of such right or remedy or the exercise of any other right or remedy. Notwithstanding anything to the contrary herein, any deadline set forth in this Agreement that does not fall on a Business Day shall automatically be extended to the next Business Day.

Section 10.4 Entire Agreement. This Agreement (including the Exhibits hereto and the documents and instruments referred to in this Agreement that are to be delivered at the Closing) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or between the parties, or either of them, written or oral, with respect to the subject matter of this Agreement.

Section 10.5 Assignment, Successors and No Third Party Rights. This Agreement binds and benefits the parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Seller under chapter 11 or chapter 7 of the Bankruptcy Code and any entity appointed as a successor to the Seller pursuant to a confirmed chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Purchaser may at any time delegate the performance of its obligations (other than the obligation to pay the Purchase Price) to any Affiliate of the Purchaser so long as the Purchaser remains fully responsible for the performance of the delegated obligation. The Purchaser may designate one or more Affiliates, including any special purpose entities that may be organized by the Purchaser for such purpose, to take title to the Purchased Assets or any portion thereof and operate the business going forward, and upon written notice to the Seller of any such designation by the Purchaser, the Seller agrees to execute and deliver all instruments of transfer with respect to the Purchased Assets directly to, and in the name of, the Purchaser's designees. No designation shall affect, in any way, any guaranty of payment and performance provided to the Seller by the Purchaser, and such guaranty shall continue to obligate the guarantor. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as may inure to a successor or permitted assignee under this Section 10.5.

Section 10.6 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and

the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable Law.

Section 10.7 Exhibits. The Exhibits to this Agreement are incorporated herein by reference and made a part of this Agreement.

Section 10.8 Interpretation. In the negotiation of this Agreement, each party has received advice from its own attorney. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no provision of this Agreement will be interpreted for or against either party because that party or its attorney drafted the provision.

Section 10.9 Expenses. Except as otherwise provided herein, each party will pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

Section 10.10 Limitation on Liability. Notwithstanding any other provision of this Agreement to the contrary, in no event will any party or any of its Affiliates be liable for any special, incidental, indirect, exemplary, punitive or consequential damages (including lost profits, loss of revenue or lost sales) in connection with any claims, losses, damages or injuries arising out of the conduct of such party pursuant to this Agreement, regardless of whether the nonperforming party was advised of the possibility of such damages or not.

Section 10.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by either party in accordance with such party's specific terms or were otherwise breached by such party. The parties accordingly agree that, prior to the termination of this Agreement pursuant to Section 7.1, in addition to any other remedy to which a non-breaching party is entitled at law or in equity, the non-breaching party is entitled to injunctive relief to prevent breaches of this Agreement by the breaching party and otherwise to enforce specifically the provisions of this Agreement against the breaching party; provided that, the non-breaching party shall only be entitled to injunctive relief if such non-breaching party is not otherwise in breach of this Agreement or if the breaching party is not otherwise entitled to terminate this Agreement. Each party expressly waives any requirement that the other party obtains any bond or provides any indemnity in connection with any action seeking injunctive relief or specific enforcement of the provisions of this Agreement.

Section 10.12 Governing Law; Jurisdiction; Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT, DISPUTE OR PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS

AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS OF COMPETENT JURISDICTION LOCATED IN THE STATE OF DELAWARE OR IN THE BANKRUPTCY COURT (FOR SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION) AND EACH OF THE PARTIES HERETO IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, GENERALLY AND UNCONDITIONALLY, AND WAIVES ANY OBJECTIONS AS TO VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT HEREBY. NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

Section 10.13 No Joint Venture. Nothing in this Agreement creates a joint venture or partnership between the parties. This Agreement does not authorize any party hereto (a) to bind or commit, or to act as an agent, employee or legal representative of, any other party, except as may be specifically set forth in other provisions of this Agreement, or (b) to have the power to control the activities and operations of any other party. Each party agrees not to hold itself out as having any authority or relationship contrary to this Section 10.13.

Section 10.14 Counterparts; Signatures. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

Section 10.15 Preservation of Records; Post-Closing Access and Cooperation.

(a) For a period equal to the lesser of: (i) eighteen (18) months after the Closing Date; and (ii) the closing of the Chapter 11 Case by the Bankruptcy Court (the "Post-Closing Access and Cooperation Period"), the Purchaser shall preserve and retain, all corporate, accounting, legal, auditing, human resources and other books and records in its possession that are Purchased Assets (including any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations) relating to the operation of the Business and the Purchased Assets prior to the Closing Date.

(b) During the Post-Closing Access and Cooperation Period, subject to existing confidentiality agreements and upon reasonable advance notice from the Seller (or its designee or successor), the Purchaser shall afford promptly to the Seller and its representatives (or its designee or successors, which may include the trustee of a liquidating trust) reasonable access during normal business hours to the offices, facilities, books, records, officers and employees of the Business as reasonably requested by the Seller for the purpose of winding-up

its affairs and finalizing the administration of the Chapter 11 Case. In addition, during the Post-Closing Access and Cooperation Period, the Purchaser shall provide the Seller (or, its designee or successors), at no cost to the Seller, with reasonable access to various personnel to whom the Seller may need continued access after Closing, during regular business hours of the Purchaser and at the Purchaser's business locations, to assist the Seller in furtherance of the purposes set forth herein; provided, that such access does not unreasonably interfere with the Purchaser's business operations. During the Post-Closing Access and Cooperation Period, the Purchaser shall cooperate with, and shall permit and use its reasonable efforts to cause, its personnel to cooperate with the Seller (or, its designee or successors) after the Closing, in furnishing information, testimony and other assistance with respect to the Business or Purchased Assets for periods prior to the Closing Date in connection with any action or proceeding relating to the Chapter 11 Case or in furtherance of the purposes set forth herein; provided, that such access does not unreasonably interfere with the Purchaser's business operations.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

SELLER:

ACHAOGEN, INC.

By: _____

Name: Blake Wise

Title: Chief Executive Officer

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

PURCHASER:

UNITY BIOTECHNOLOGY, INC.

By: Camille Landis
Name: Camille Landis
Title: SVP, Corporate Development

EXHIBIT A

FORM OF BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale") is made as of the ___ day of _____, 2019, by and between Achaogen, Inc. ("Seller"), to and in favor of UNITY Biotechnology, Inc. ("Purchaser"). Seller and Purchaser are each a "Party" hereto and are collectively referred to herein as the "Parties". All capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement dated _____, 2019 (the "Agreement"), pursuant to which the Seller agreed to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agreed to purchase from Seller, all of Seller's right, title and interest in and to the Purchased Assets free and clear of all liens, pledges, mortgages, hypothecations and other encumbrances (the "Sale");

WHEREAS, the Bankruptcy Court entered the Sale Order on _____, 2019, approving the Sale of the Purchased Assets to Purchaser on the terms set forth in the Agreement and in the Sale Order; and

WHEREAS, pursuant to the Agreement, Seller has agreed to execute and deliver this Bill of Sale to effectuate the sale, transfer, assignment, conveyance and delivery of the Purchased Assets to Purchaser and its successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. For and in consideration of payment by Purchaser to Seller of the Purchase Price, all upon the terms and subject to the conditions set forth in the Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged and accepted by Seller, Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, its successors and assigns, all of Seller's entire right, title and interest in, to and under the Purchased Assets, free and clear of all liens, pledges, mortgages, hypothecations and other encumbrances, the same to be held and enjoyed by Purchaser for its use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as the same would have been held and enjoyed by Seller had this sale, transfer, assignment, conveyance and delivery not been made.

2. Seller and Purchaser hereby agree to execute and deliver any and all additional documents that Seller or Purchaser may reasonably request in order to more fully effect the agreements set forth in this Bill of Sale.

3. This Bill of Sale shall be subject to the terms and conditions set forth in the Agreement and the Sale Order. Seller and Purchaser hereby acknowledge and agree that the provisions of this Bill of Sale shall not modify or limit the full force and effect of the terms and provisions of the Agreement or the Sale Order, and that in the event of a conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Agreement, the

terms and provisions of the Agreement, as approved by the Sale Order, shall prevail, govern and control in all respects without limitation.

4. Section 10.12 of the Agreement is hereby incorporated by reference into this Bill of Sale and shall apply as if fully set forth herein *mutatis mutandis*.

5. The Parties may execute this Bill of Sale in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Bill of Sale is effective upon delivery of one executed counterpart from one Party to the other Party. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

6. The undertakings, covenants and agreements set forth herein shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first above written.

SELLER:

ACHAOGEN, INC.

By:_____
Name:
Title:

PURCHASER:

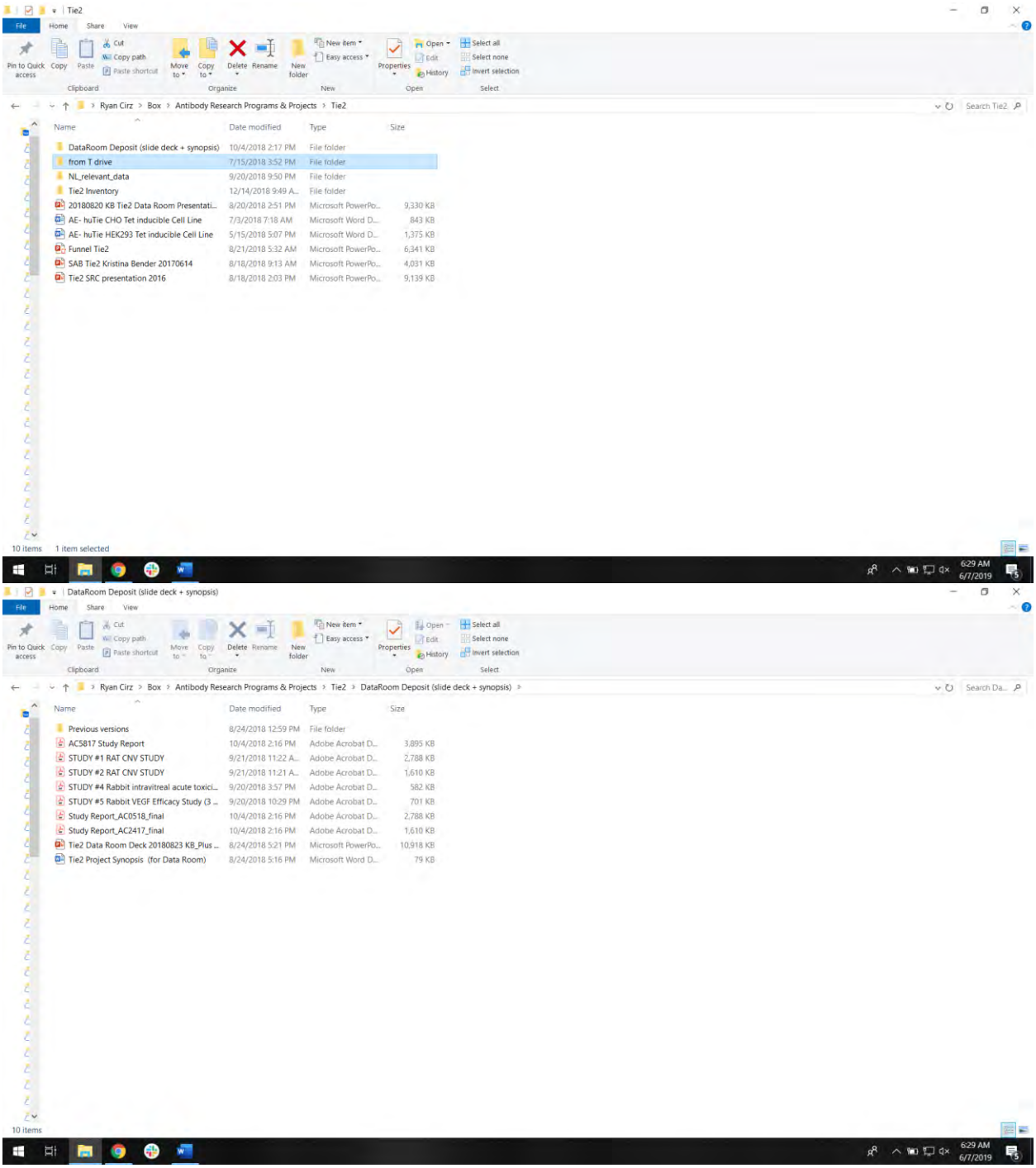
UNITY BIOTECHNOLOGY, INC.

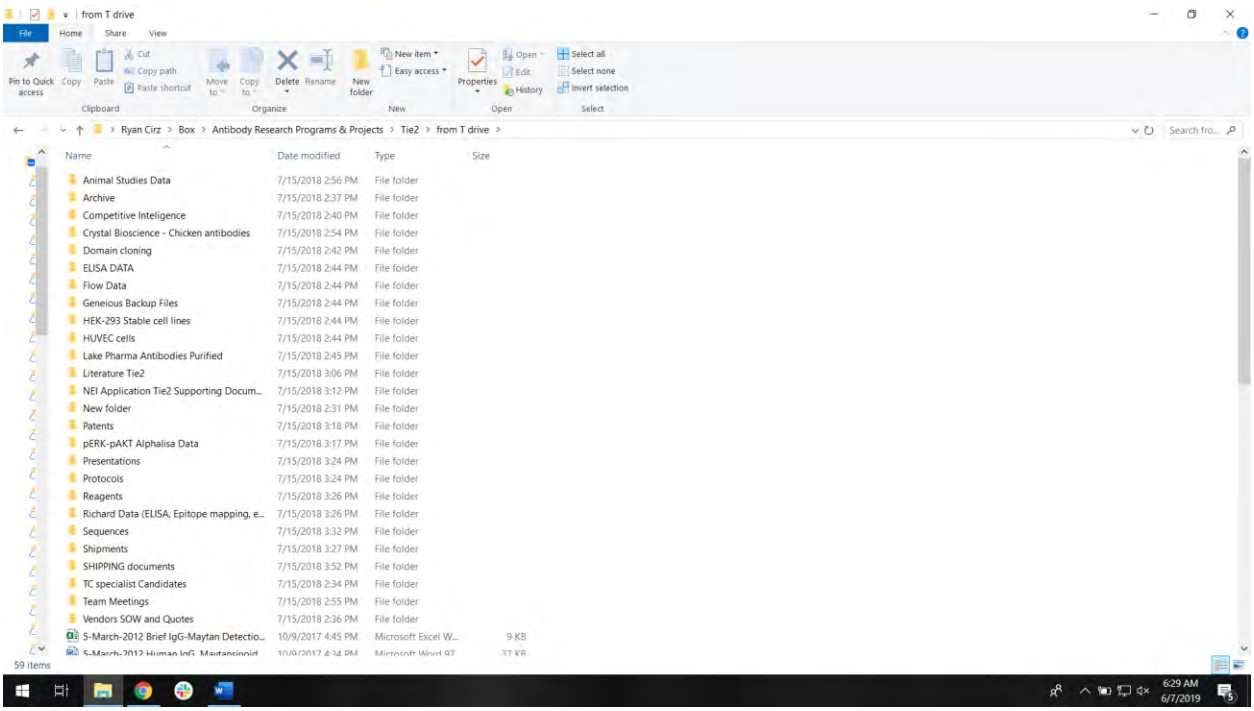
By:_____
Name: Camille Landis
Title: SVP, Corporate Development

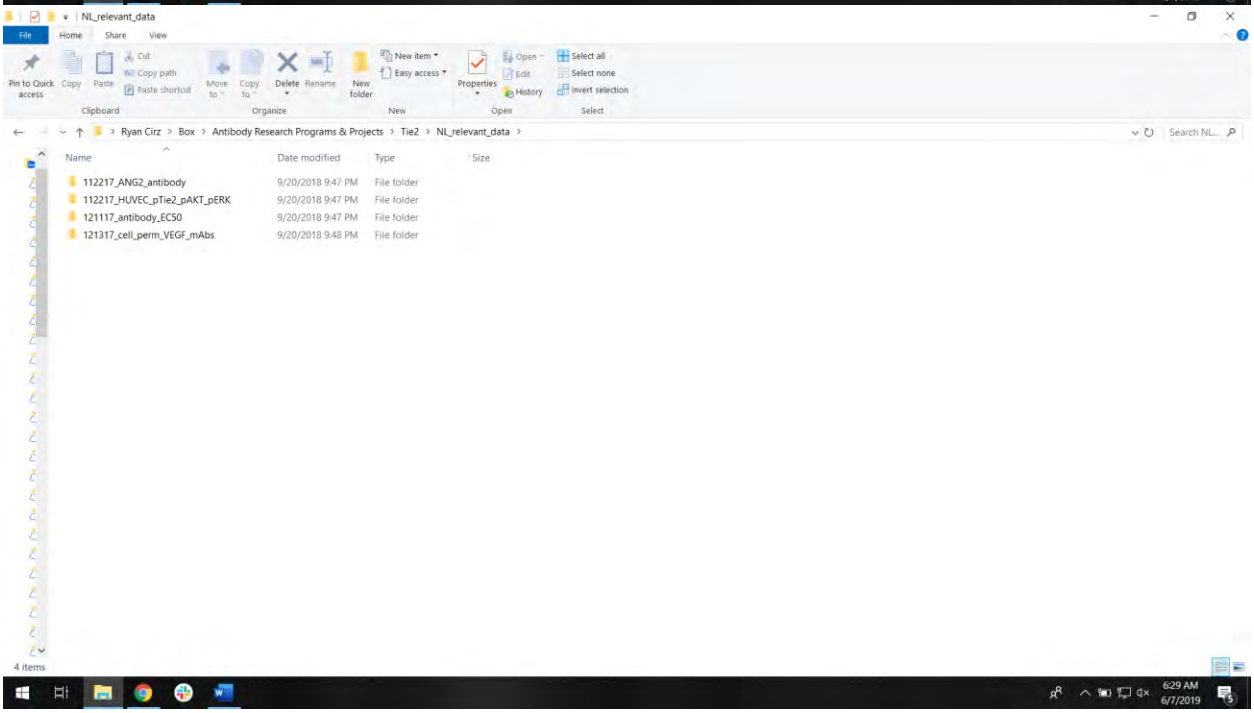
EXHIBIT B

As of June 7, 2019, the Tie2 Biological Materials were marked "Tie2" and were located in 4C, -20C and -80C freezers at Seller's facilities.

As of June 7, 2019, the Tie2 Data Materials were stored in the following locations:




from T drive
Ryan Cirz > Box > Antibody Research Programs & Projects > Tie2 > from T drive
Name
Date modified
Type
Size
Animal Studies Data 7/15/2018 2:56 PM File folder
Archive 7/15/2018 2:37 PM File folder
Competitive Inteligence 7/15/2018 2:40 PM File folder
Crystal Bioscience - Chicken antibodies 7/15/2018 2:54 PM File folder
Domain cloning 7/15/2018 2:42 PM File folder
ELISA DATA 7/15/2018 2:44 PM File folder
Flow Data 7/15/2018 2:44 PM File folder
Geneious Backup Files 7/15/2018 2:44 PM File folder
HEK-293 Stable cell lines 7/15/2018 2:44 PM File folder
HUVEC cells 7/15/2018 2:44 PM File folder
Lake Pharma Antibodies Purified 7/15/2018 2:45 PM File folder
Literature Tie2 7/15/2018 3:06 PM File folder
NEI Application Tie2 Supporting Docum... 7/15/2018 3:12 PM File folder
New folder 7/15/2018 2:31 PM File folder
Patents 7/15/2018 3:18 PM File folder
pERK-pAKT Alphalisa Data 7/15/2018 3:17 PM File folder
Presentations 7/15/2018 3:24 PM File folder
Protocols 7/15/2018 3:24 PM File folder
Reagents 7/15/2018 3:26 PM File folder
Richard Data (ELISA, Epitope mapping, e... 7/15/2018 3:26 PM File folder
Sequences 7/15/2018 3:32 PM File folder
Shipments 7/15/2018 3:27 PM File folder
SHIPPING documents 7/15/2018 3:52 PM File folder
TC specialist Candidates 7/15/2018 2:34 PM File folder
Team Meetings 7/15/2018 2:55 PM File folder
Vendors SOW and Quotes 7/15/2018 2:36 PM File folder
5-March-2012 Brief IgG-Maytan Detectio... 10/9/2017 4:45 PM Microsoft Excel W... 9 KB
59 items
6:29 AM
6/7/2019


NL_relevant_data
Ryan Cirz > Box > Antibody Research Programs & Projects > Tie2 > NL_relevant_data
Name
Date modified
Type
Size
112217_ANG2_antibody 9/20/2018 9:47 PM File folder
112217_HUVEC_pTie2_pAKT_pERK 9/20/2018 9:47 PM File folder
121117_antibody_EC50 9/20/2018 9:47 PM File folder
121317_cell_perm_VEGF_mAbs 9/20/2018 9:48 PM File folder
4 items
6:29 AM
6/7/2019

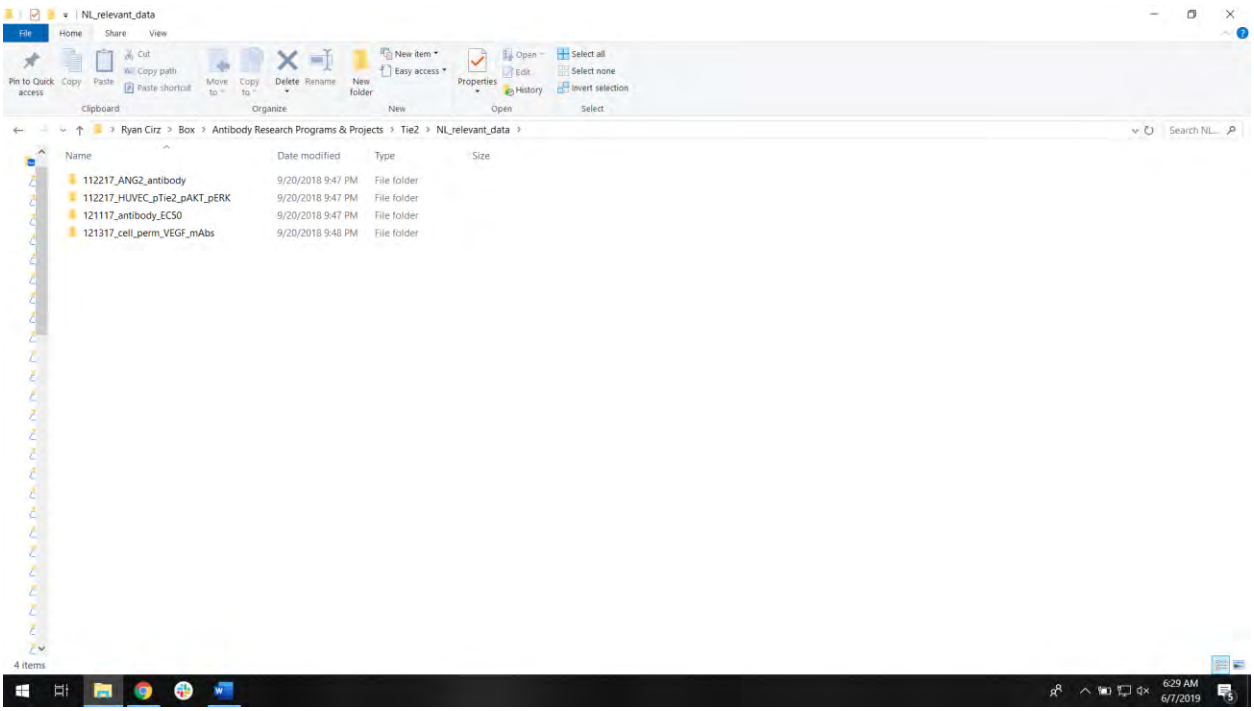

NL_relevant_data
File
Home
Share
View
Pin to Quick access
Copy
Paste
Cut
Copy path
Paste shortcut
Move to
Copy to
Delete
Rename
New folder
New item
Easy access
Properties
Open
Edit
History
Select all
Select none
Invert selection
Clipboard
Organize
New
Open
Select
Ryan Cirz > Box > Antibody Research Programs & Projects > Tie2 > NL_relevant_data >
Search NL...
Name
Date modified
Type
Size
112217_ANG2_antibody 9/20/2018 9:47 PM File folder
112217_HUVEC_pTie2_pAKT_pERK 9/20/2018 9:47 PM File folder
121117_antibody_EC50 9/20/2018 9:47 PM File folder
121317_cell_perm_VEGF_mAbs 9/20/2018 9:48 PM File folder
4 items
6:29 AM
6/7/2019

EXHIBIT E

EXHIBIT E

CIPLA PLAZOMICIN SALE AGREEMENT SCHEDULE 5.11(A)

CONTRACT AND CURE SCHEDULE

Part A

Contract Counterparty	Contract/Lease Title	Cure Amount ($)
Beckman Coulter, Inc.	Master services agreement	4,298
bioMerieux	Master services agreement	-
Blaine Healthcare Associates, Inc.	Consulting Agreement	-
Cardinal Health 105, Inc.	Exclusive Distribution Agreement	5,619
Dotmatics, Inc.	Hosted Software Agreement	19,790
EMH Consulting LLC	Consulting agreement	-
EUCAST	Master Services Agreement	-
Eurofins Lancaster Laboratories Inc	Master Services Agreement w/Amendments	16,642
Friedland Strategic Consulting, LLC	Consulting agreement	-
Hill & Hill Quality Associates, LLC	Consulting Agreement	-
Hospira, Inc.	Pfizer CenterOne Plazomicin Project Kalamazoo Statement of Work	-
Ionis Pharmaceuticals, Inc.	Ionis Pharmaceuticals, License Agreement	8,598
Jones Microbiology Institute, Inc.	Master Services Agreement	209,339
Laboratory Specialists, Inc.	Master Services Agreement	12,644
Lutz Wevelsiep	Consulting Agreement	5,034
Mast International Division	Master Services Agreement	19,616
PCI of Illinois	Commercial packing agreement	748
PPD Development	Analysis of Plazomicin SulfateDrug Product	47,818
Region Kronoberg	EUCAST & Region Kronoberg, Study Proposal	32,137
Remel, Inc.	Master Services Agreement - Thermo Fisher Scientific	78,000
Veeva System, Inc.	Managed Services	46,169
Total		**$ 506,452**

Part B

Contract Counterparty	Contract/Lease Title	Cure Amount ($)
Microgenics Corp	Collaborative Development and Commercialization Agreement	589,000
Pfizer, Inc.	Letter of Engagement	94,654
Total		**$ 683,654**

EXHIBIT E

CIPLA C-SCAPE SALE AGREEMENT SCHEDULE 5.7(A)

CONTRACT AND CURE SCHEDULE

#	Contract Counterparty	Contract/Lease Title	Contract Date	Cure Amount ($)	Address	City	State	Zip
1	Alcami Carolinas Corporation	MSA Exhibit 9	1/11/2018	72,734	2320 Scientific Park Drive	Wilmington	NC	28405
		MSA Exhibit 4 Change Order 2	3/29/2017	0				
		MSA Exhibit 2 Change 3	9/21/2017	0				
		MSA Exhibit 8	12/11/2017	0				
2	allphamed Pharbil Arzneimittel GmbH	Statement of Work 5	4/14/2018	0	Hildebrandststr. 12	Gottingen	Germany	37081
		NextPharma - SOW No 6	1/24/2019	0				
		Statement of Work 4	1/31/2018	1,956				
3	BioStorage Technologies, Inc.	BioStorage Technologies, Inc., Master Services Agreement (BARDA)	4/13/2016	0	2910 Fortune Circle West #E	Indianapolis	IN	46241
		MSA (BARDA) Exhibit F	2/28/2018	0				
		MSA (BARDA) Exhibit E	11/8/2017	14,148				
4	Charles River Laboratories, Inc.	Charles River, Statement of Work # 719020, Amendment 2	8/15/2018	0	22022 Transcanadienne	Senneville	Canada	H9X 3R3
		Charles River, Statement of Work # 719020, Amendment 1	5/15/2018	0				
		Charles River,Revised Storage Letter and Disposal Quote	7/5/2018	0				
		Charles River - Archive Storage Letter	7/9/2018	0				
		Charles River,Archive Storage	4/24/2018	0				
		Charles River - Material Disposal Authorization	7/9/2018	0				
		Charles River, Amended Statement of Work No 01 (719019)	10/24/2018	3,900				
5	Micromyx, LLC	MSA Exhibit H	10/25/2027	0	4717 Campus Drive	Kalamazoo	MI	49008
6	Pharmavize NV	Pharmavize n.v. (Ardena), Master Services Agreement	8/1/2018	36,001	Kleinier 4	Gent	Belgium	9030

EXHIBIT B

REDLINE

~~THIS PROPOSED ORDER REMAINS SUBJECT TO REVIEW AND/OR NEGOTIATION WITH THE SUCCESSFUL BIDDERS AND OTHER KEY PARTIES IN INTEREST, AND THEREFORE, REMAINS SUBJECT TO MATERIAL REVISION.~~

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. [ ]**

ORDER (I) APPROVING THE SALE ~~OR LICENSING~~ OF SUBSTANTIALLY ALL ASSETS OF THE DEBTOR FREE AND CLEAR OF LIENS, ENCUMBRANCES, CLAIMS AND INTERESTS, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF DESIGNATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the *Debtor's Motion for (I) an Order Pursuant To Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All Assets of the Debtor; (B) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (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; (II) an Order (A) Approving the Sale of the Debtor's Assets Free and Clear of Claims, Liens and Encumbrances; and (B) Approving the Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases; and (III) Certain Related Relief*, on April 15, 2019 [D.I. 30] (the "Sale Motion");[2] and the

[1] The last four digits of the Debtor's federal tax identification number are 3693. The Debtor's mailing address for purposes of this Chapter 11 Case is 1 Tower Place, Suite 400, South San Francisco, CA 94080.

[2] Unless otherwise indicated, capitalized terms used, but not defined, herein have the meaning ascribed to them in the Sale Motion, the Bidding Procedures or the respective Sale Agreements (as defined herein), as the context

Bankruptcy Court having entered the *Order Pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All Assets of Debtor; (B) Approving Procedures for the Assumption and Assignment, Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (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,* on May 1, 2019 [D.I. 123] (the "Bidding Procedures Order"), which, among other things, (i) approved the Bidding Procedures for the sale of all or substantially all of the Debtor's assets, (ii) approved the form and manner of notice of the Auction ~~(the "Auction")~~ and Sale Hearing (as each such term is defined below); (iii) approved the manner in which the notice of the assumption and assignment of the designated executory contracts and unexpired leases would be given (the "Assignment and Rejection Procedures"); and the Debtor having solicited Bids in accordance with the Bidding Procedures; and the Debtor having conducted the Auction in accordance with the Bidding Procedures; and the Debtor having selected each of the following Qualified Bidders (collectively, the "Successful Bidders") as having the highest or otherwise best Qualified Bid for those assets ~~or rights, as applicable,~~ of the Debtor set forth in the respective asset purchase ~~Sale Agreement or license Sale~~ agreement entered into with each Successful Bidder (collectively, the "Purchased Assets"~~)~~; when used in connection with a specific Buyer, "Purchased Assets" shall have the meaning ascribed to

requires. No provisions, including defined terms, contained in a specific Sale Agreement, or any other agreement, document, instrument or otherwise entered into or delivered in connection therewith, shall be binding on or applicable to any other Buyer, except as otherwise set forth in this Sale Order~~. This Sale Order shall be deemed to incorporate any findings of fact and conclusions of law made on the record at the hearing for consideration of the entry of the Bidding Procedures Order and the Sale Hearing (as defined herein) pursuant to Bankruptcy Rule 7052~~.

such term in such Buyer's Sale Agreement), and which are the subject of this Sale Order, at the conclusion of the Auction:

(i) [X]Cipla USA, Inc. ("Cipla") for the Purchased Assets set forth in the asset purchase Sale agreement dated June [x]20, 2019, and (the "Cipla Plazomicin Sale Agreement"), attached hereto as Exhibit A;

(ii) [X],Cipla for the Subject IPPurchased Assets set forth in the license Saleasset purchase agreement dated June [x]20, 2019 (the "LicenseCipla C-Scape Sale Agreement"), and, and together with the Cipla Plazomicin Sale Agreement, the "Cipla Sale Agreements"), attached hereto as Exhibit B;

(iii) [X]Heritage Global Partners, Inc. ("Heritage") for the Purchased Assets (collectively, the "Heritage Purchased Assets") set forth in the asset purchase Sale agreement dated June [x]__, 2019, and (the "Heritage Sale Agreement"), attached hereto as Exhibit C; and

(iv) [X] for the Purchased Assets set forth in the asset purchase Sale Agreement dated June [x], 2019, and attached hereto as Exhibit D; and

(viv) [_____] ("___Unity Biotechnology, Inc. ("Unity", and together with [X]Cipla and Heritage, the "Buyers") for the Purchased Assets set forth in the asset purchase agreement dated June __, 2019 (the "Unity Sale Agreement dated June [x], 2019, and attached hereto as Exhibit E (such asset purchase Sale Agreement,", and together with aforementioned assets purchasethe Cipla Sale Agreements and Licensethe Heritage Sale Agreement, the "Sale Agreements"), attached hereto as Exhibit D;

and each Buyer, other than [X],Cipla having agreed to assume certainthe Assumed Liabilities of the Debtor identified in their respective Sale Agreement (collectively, the "Assumed Liabilities";the Cipla Sale Agreements (for the avoidance of doubt, [X] isHeritage and Unity are

not assuming any ~~Assumed~~ liabilities under their respective Sale Agreements) pursuant to the terms and conditions set forth in ~~each~~the Cipla Sale ~~Agreement~~Agreements, all in accordance with the Bidding Procedures and the Bidding Procedures Order; and the Bankruptcy Court having conducted and concluded a hearing on June ~~19~~__, 2019 (the "Sale Hearing"), to consider approval of (i) the ~~sale, or in the case of [X], license,~~sales of the Purchased Assets ~~and other contracts contemplated hereunder~~under the Sale Agreements (each, a "Sale" and, collectively, the "Sales") free and clear of all Liens (as defined below), Claims (as defined in section 101(5) of title 11 of the United States Code (the "Bankruptcy Code")) and other interests; and (ii) the assumption and assignment of certain executory contracts and unexpired leases; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Sale and upon the record of the hearing to consider approval of the Bidding Procedures (the "Bidding Procedures Hearing"), the Sale Hearing, the *Declaration of Blake Wise in Support of the First Day Relief* [D.I. 3], the *Declaration of Blake Wise in Support of Entry of the Sale Order* [D.I. [__], the *Declaration of ~~[X]~~James S. Cassel in Support of Entry of the Sale Order* [D.I. [__], the Declaration of *Deep Sagar Pursuant to Section 365(f)(2)(B) of the Bankruptcy Code* [D.I. 289], and this Chapter 11 Case (as defined herein) and proceedings, and after due deliberation thereon, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. **Bankruptcy Petition**. On April 15, 2019 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing this case (this "Chapter 11 Case").

[3] This Sale Order shall be deemed to incorporate all findings of fact and conclusions of law made on the record at the hearing for consideration of the entry of the Bidding Procedures Order and the Sale Hearing (as defined herein) pursuant to Bankruptcy Rule 7052. In addition, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate~~. *See* Fed. R. Bankr. P.~~ pursuant to Bankruptcy Rule 7052.

B. **Jurisdiction and Venue**. The Bankruptcy Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Final Order**. This order ("Sale Order") constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Time is of the essence in closing each Sale referenced herein, the Debtor and each of the Buyers intend to close their respective Sale as soon as practicable, and there is no just reason for delay in the implementation of this Sale Order. Specifically, the Sales must be approved and consummated promptly in order to preserve the viability of the business in the hands of the Buyers as a going concern, and to maximize the value to the Debtor, its estate, its creditors, and all other parties in interest. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d).

D. **Statutory Predicates**. The statutory predicates for the relief sought in the Sale Motion are sections 105, 363, 364, 365, and 541 of the Bankruptcy Code, Rules 2002, 6004, 6006 and 9007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

E. **Notice**. As evidenced by the certifications of service previously filed with the Bankruptcy Court, and based on the representations of counsel at the Bidding Procedures Hearing and the Sale Hearing, proper, timely, adequate and sufficient notice of the Sale Motion, the Bidding Procedures Hearing, the Auction, the Sale Agreements, this Sale Order and the Sale

Hearing, have been provided in accordance with the Bidding Procedures Order, sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and the Bidding Procedures Order, and Local Rule 6004-1. Such notice was good and sufficient and appropriate under the particular circumstances and all known creditors of the Debtor and other parties in interest in the Chapter 11 Case were offered a reasonable opportunity to object and be heard. No other or further notice of the Sale Motion, including, without limitation, the Sale Agreements, the Auction, the assumption and assignment of the ~~Transferred~~Assumed Contracts (as defined below) (and proposed Cure Amounts related thereto), the Sale Hearing, or of the entry of this Sale Order was or is necessary or shall be required.

F. An Assignment and Rejection Notice has been provided to each of the counterparties (the "Contract Counterparties") to the contracts identified on the schedule the Debtor filed with the Bankruptcy Court, dated May 17, 2019 [D.I. 194] (~~the "Transferred~~ as thereafter supplemented and amended by (i) the schedule the Debtor filed with the Bankruptcy Court, dated May 28, 2019 [D.I. 223], and (ii) the schedule the Debtor filed with the Bankruptcy Court, dated June 14, 2019 [D.I. 274], and as it may be supplemented or amended in the future in accordance with this Sale Order or the Cipla Sale Agreements, the "Assumed Contracts and Cure Schedule") and, the contracts listed thereon~~, the "Transferred Contracts"~~ which are being assumed and assigned to Cipla pursuant to the Cipla Sale Agreements and this Sale Order (and as set also forth on Exhibit E attached hereto), the "Assumed Contracts"); for the avoidance of doubt, ~~[X] is not~~neither Heritage or Unity are accepting an assignment of any ~~Transferred Contract~~Assumed Contracts or providing any cure payments to any ~~Transferred~~Assumed Contract counterparties) all in accordance with the Assignment and Rejection Procedures as provided by the Bidding Procedures Order.

G. The service of the Assignment and Rejection Notice was sufficient under the circumstances and no further notice need be given in respect of assumption and assignment of the ~~Transferred~~Assumed Contracts or the proposed Cure Amounts related thereto, if any. The Contract Counterparties to the ~~Transferred~~Assumed Contracts have had a reasonable opportunity to object to the assignment and assumption of the ~~Transferred~~Assumed Contracts and the associated Cure Amounts.

H. The Debtor continues to operate its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

I. No trustee or examiner has been appointed in the Chapter 11 Case.

J. The disclosures made by the Debtor concerning the Sale Motion, the Sale Agreements, the ~~Sale~~Sales, the Buyers, and the Sale Hearing were good, complete and adequate.

K. **Opportunity to Object**. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all creditors of the Debtor and other parties in interest in the Chapter 11 Case, including, without limitation, the following: (i) the United States Trustee for Region 3; (ii) counsel to the Creditors' Committee, the Prepetition Lender and DIP Lender (as such terms are defined below); (iii) all parties asserting a security interest in the Purchased Assets to the extent any such interest is reasonably known to the Debtor; (iv) various federal, state, county and city tax and regulatory authorities; (v) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets or that have been identified by the Debtor or its advisors as a potential buyer of the Purchased Assets; (vi) local and state environmental authorities and the Environmental Protection Agency; (vii) local, state and federal authorities and agencies that have issued licenses or permits to the Debtor with respect to the operation and use of the Purchased Assets; (viii) the contract counterparties whose contracts are identified as being assigned; (ix) all of the Debtor's known creditors, and (x) all parties requesting notice pursuant to Bankruptcy Rule 2002.

L. **Title in the Purchased Assets**. The Purchased Assets constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code. The Debtor is the sole and lawful owner of the Purchased Assets.

M. **Business Justification**. The Debtor has demonstrated a sufficient basis and compelling circumstances to ~~assume and assign the Transferred Contracts and sell or license, as applicable,~~sell the Purchased Assets to each of the respective Buyers, ~~as applicable~~and to assume and assign the Assumed Contracts to Cipla, pursuant to the terms and conditions of the respective Sale Agreements. Such action is an appropriate exercise of the Debtor's business judgment and in

the best interest of the Debtor, the estate and its creditors. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Purchased Assets if the ~~Sale is~~Sales are not consummated quickly given, among other reasons, that (a) the Debtor's financing under the DIP Credit Agreement (as defined below) expires on September 30, 2019 (unless terminated ~~sooner by the Sales closing or an acceleration of the DIP Obligations~~prior to such date in accordance with the DIP Loan Documents (as defined in the DIP Order (as defined herein))), (b) the Debtor will be in ~~default of a DIP Credit Agreement~~breach of a Milestone (as such term is defined ~~therein~~in the DIP Credit Agreement) if the ~~Sale is~~Sales are not consummated by June 28, 2019~~ pursuant to section 6.14 thereof~~, and (c) the Debtor has suffered, and may continue to suffer, significant employee attrition; (ii) the Successful Bids set forth in the Sale Agreements collectively constitute the highest and best offers for the Purchased Assets; (iii) the Sale Agreements and the Closings will present the best opportunity to realize the value of the Debtor's business on a going concern basis and to avoid a decline and devaluation of the Debtor's business, and (iv) the Debtor simply does not have the funding to continue operations in the absence of the sale of the Purchased Assets. Entry of this Sale Order (and all provisions hereof) is a condition precedent to each Buyer consummating their respective Sale ~~Agreements~~Agreement.

N. **Opportunity to Bid**. The Debtor and its professionals marketed the Purchased Assets appropriately and conducted the marketing and sale process (including the Auction) as set forth in the Sale Motion in good faith without collusion and in accordance with the Bidding Procedures and the Bidding Procedures Order. The marketing process set forth in the Bidding Procedures and the Bidding Procedures Order was fair in substance and procedure and afforded a full and fair opportunity for any party to make a higher or otherwise better offer to purchase the

Purchased Assets. Based upon the record of these proceedings, all creditors of the Debtor, other parties in interest in the Chapter 11 Case, and all prospective buyers have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

O. **Auction**. The Debtor, in the exercise of its reasonable discretion, and in consultation with (i) the Official Committee of Unsecured Creditors appointed in this Chapter 11 Case (the "Creditors' Committee") and (ii) Silicon Valley Bank, N.A., in its capacity as the Prepetition Lender and DIP Lender (hereinafter, the "Prepetition Lender" and the "DIP Lender," respectively) under the Debtor in Possession Credit and Security Agreement dated as of April 15, 2019 (the "DIP Credit Agreement"), conducted (i) an auction which concluded on June 4, 2019, for the Purchased Assets being purchased by Cipla under the Cipla Plazomicin Sale Agreement, Heritage and Unity (the "June 4 Auction"), and (ii) an auction which concluded on June 13, 2019, for the Purchased Assets being purchased by Cipla under the Cipla C-Scape Sale Agreement (the "June 13 Auction", and together with the June 4 Auction, collectively, the "Auction"). The Debtor's determination to conduct the Auction in two parts constitutes a valid and sound exercise of the Debtor's business judgment, and Debtor, the Committee, the Prepetition Lender and DIP Lender, and their respective agents and representatives, have complied in all respects with the Bidding Procedures and Bidding Procedures Order with respect to the Auction.

P. ~~O.~~ **Highest or Otherwise Best Offer**. The total consideration provided by the Buyers for the Purchased Assets is the highest and otherwise best ~~offers~~offer for the Purchased Assets received by the Debtor. ~~As of June 3, 2019 (and in the case of the C-Scape program assets, June 11, 2019, the "~~At the conclusion of the Auction~~")~~, the Debtor, in exercising its reasonable discretion, including to conduct the Auction in separate parts, following consultation with ~~(i)~~ the ~~Official Committee of Unsecured Creditors appointed in this Chapter 11 Case (the~~

~~"Creditors' Committee") and (ii) Silicon Valley Bank, N.A. ("SVB"), in its capacity as the~~ Committee, Prepetition Lender, and DIP Lender ~~(hereinafter, the "Prepetition Lender" or the "DIP Lender") under the Debtor in Possession Credit and Security Agreement dated as of April 15, 2019 (the "DIP Credit Agreement"),~~ determined that each of the Buyers submitted the highest or otherwise best offers for the respective Purchased Assets identified in each Sale Agreement, and that each of the Back-up Bidders (who are identified in paragraph 51 of this Sale Order), submitted the second highest or otherwise best offers for such respective assets. Thus, the Debtor declared each of the Buyers the Successful Bidders for the Purchased Assets set forth in the respective Sale Agreements in accordance with the Bidding Procedures, the Bidding Procedures Order and the respective Sale Agreements, and designated the Bank-up Bidders, and such determination constitutes ~~a~~the valid and sound exercise of the Debtor's business judgment. The Debtor, the Buyers, the Back-up Bidders, and their respective agents and representatives, have complied in all respects with the Bidding Procedures and Bidding Procedures Order.

Q. ~~P.~~ **Good Faith ~~Purchaser~~Purchasers**. The Sale Agreements and the Sales have been negotiated by the Debtor and each of the respective Buyers, and their respective agents and representatives, in good faith, at arms' length, and without collusion or fraud. The terms and conditions of each Sale Agreement, including the consideration to be paid by each Buyer to the Debtor pursuant to its respective Sale Agreement for the Purchased Assets identified in such ~~Sale~~ agreement, are fair and reasonable, and ~~the~~each Sale, including each part thereof with respect to each Buyer, is in the best interest of the Debtor, its estate, and its creditors.

R. ~~Q. The Buyers are~~ Each Buyer is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code and any other applicable bankruptcy or non-bankruptcy law with respect to the sale and assignment ~~or license, as~~

~~applicable,~~ of the Purchased Assets and ~~Transferred~~Assumed Contracts that each Buyer (other than ~~[X]~~Heritage and Unity with respect to ~~Transferred~~Assumed Contracts) is acquiring pursuant to ~~their~~its respective Sale ~~Agreements~~Agreement.

S. ~~R.~~ The Sale Agreements were not controlled by ~~a Sale~~an agreement between or among potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtor and the Buyers have not engaged in any conduct that would cause or permit any of the Sale Agreements to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. Each of the Buyers ~~are~~is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code. None of the Buyers ~~are not, and were not immediately prior to or after the applicable Closing Dates, "affiliates" or "insiders~~is an "affiliate" or "insider" of the Debtor as defined in section 101 of the Bankruptcy Code, and no common identity of incorporation, director, or stockholder existed or will exist between any Buyer, on the one hand, and the Debtor, on the other hand, immediately prior to or after the Closing Date applicable to any such Buyer.

T. ~~S.~~ An injunction against creditors of the Debtor and third parties pursuing Liens, Claims and Excluded Liabilities against each of the Buyers is necessary to induce the Buyers to close the ~~Sale~~Sales; the issuance of such an injunction is therefore necessary to avoid irreparable injury to the Debtor's estate, and will benefit all creditors of the Debtor.

U. ~~T.~~ Each of the Buyers has acted in good faith in its negotiations with the Debtor, submitting a bid, and participating in the Auction.

V. ~~U.~~ **Corporate Power and Authority**. Subject to the entry of this Sale Order, the Debtor has full corporate power and authority to execute and deliver the Sale Agreements and to perform all of its respective obligations thereunder, and the sale of the Purchased Assets and

assignment of the ~~Transferred~~Assumed Contracts have been duly and validly authorized by all corporate authority necessary to consummate the ~~Sale~~Sales. No consents or approvals, other than as expressly provided for in the Sale Agreements, and the entry of this Sale Order, are required by the Debtor to consummate the ~~Sale~~Sales.

W. ~~V.~~ **Transfer and Sale of Assumed Liabilities; Assumption and Assignment in Best Interest**. The transfer and sale of the Assumed Liabilities pursuant to the terms of the respective Sale Agreements and this Sale Order and the assumption of the ~~Transferred~~Assumed Contracts by the Debtor and the assignment thereof to each Buyer, as applicable, pursuant to the terms of the respective Sale Agreements and this Sale Order are integral to the Sale Agreements and in the best interest of the Debtor, its estate and its creditors, and represent the reasonable exercise of sound and prudent business judgment by the Debtor. Accordingly, such transfer and sale to the respective Buyers and the assumption and assignment are reasonable, enhance the value of the Debtor's estate, and do not constitute unfair discrimination. As among the Debtor and the Buyers, nothing in this Sale Order shall enlarge or restrict any obligations of the Debtor or the Buyers under each of their respective Sale Agreements with respect to the Assumed Liabilities or the ~~Transferred~~Assumed Contracts. Pursuant to its respective Sale Agreement, ~~[X] is not~~neither Heritage nor Unity is assuming any liabilities of the Debtor or taking an assignment of any ~~Transferred~~Assumed Contract. No provision of any ~~Transferred~~Assumed Contract that purports to prohibit, restrict, or condition the assignment of any such ~~Transferred~~Assumed Contract in connection with the ~~Sale~~Sales shall have any force or effect.

X. ~~W.~~ **Cure/Adequate Assurance**. The Debtor has met all of the requirements of section 365(b) of the Bankruptcy Code for each of the ~~Transferred~~Assumed Contracts. The Debtor has provided adequate assurance of cure of any default existing prior to the applicable

Closing Date under any of the ~~Transferred~~Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and provided adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from such default under any of the ~~Transferred~~Assumed Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Pursuant to ~~section 2.10 of each Sale Agreement, other than the License Agreement, each Buyer (excluding [X]),~~the provisions of the respective Cipla Sale Agreements, Cipla is obligated to pay any and all Cure Amounts with respect to the Assumed Contracts, in cash on the Assumption Effective Date, in the amount specified on the ~~final~~ Contract & Cure Schedule ~~(or as~~as of the Closing Date (or, with respect to Specified Contracts and any other Additional Contracts, as may otherwise be fixed by the Bankruptcy Court), or in such other manner as agreed to by ~~each Buyer~~Cipla and the counterparty to ~~an~~a Assumed Contract. ~~For the avoidance of doubt, and~~ Notwithstanding anything to the contrary ~~in any Sale Agreement~~, the Debtor's estate shall not be responsible for the payment of any Cure Amounts and ~~each Buyer's~~Cipla's payment of any Cure Amounts shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtor's estate~~. The Buyers (excluding [X]) have~~, or (ii) reduce the amount of the cash and contingent consideration that is otherwise payable by Cipla under the Cipla Sale Agreements; *provided* that, as set forth in (and in accordance with) Section 2.5(g) of the Cipla Plazomicin Sale Agreement, in the event that the aggregate Cure Amounts for the Assumed Contracts to be assumed and assigned thereunder exceed the Target Cure Amount, the Closing Payment shall be reduced on a dollar-for-dollar basis. Cipla has provided adequate assurance of its future performance of and under the ~~Transferred~~Assumed Contracts, within the meaning of section 365(b)(1)(C) and 365(b)(3) (to the extent applicable) of the Bankruptcy Code. The Contract Counterparties were each given adequate notice and the opportunity to object to the

Assignment and Rejection Notice and are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2) ~~or~~; any such objection filed by a Contract Counterparty that has not been withdrawn ~~or~~is hereby overruled. Except as expressly set forth in the Cipla Sale Agreements ~~(other than the License Agreement), the Transferred~~including with respect to the Assumed Liabilities, the Assumed Contracts will not subject ~~any of the Buyers~~Cipla to any liability whatsoever relating to any period prior to the respective Closing Dates thereunder whether arising before or after such Closing Date ~~applicable to such Buyer~~, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, on any theory of law or equity. For the avoidance of doubt, ~~[X] is not~~neither Heritage nor Unity are accepting an assignment of any ~~Transferred Contracts under the License Agreement~~Assumed Contracts and, therefore, are not required to pay any cure amounts or provide any adequate assurance of future performance to any third parties.

Y. ~~X.~~ **Free and Clear**. None of the Buyers would have entered into the Sale Agreements to acquire the Purchased Assets, and each would exercise its right to terminate ~~the~~its respective Sale ~~Agreements~~Agreement, if the sale ~~or license, as applicable,~~ of the Purchased Assets were to be transferred to it other than free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable), or if any of the Buyers would, or in the future could, be liable for any such Liens, Claims or Excluded Liabilities (other than the Assumed Liabilities, as applicable). A sale ~~or license, as applicable,~~ of the Purchased Assets other than one free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable) would adversely impact the Debtor's estate, and would yield substantially less value for the Debtor's estate, with less certainty than the ~~Sale~~Sales. Therefore,

the ~~Sale~~Sales contemplated in the Sale Agreements ~~is~~are in the best interests of the Debtor, its estate, its creditors, and all other parties in interest.

Z. ~~Y.~~ **Satisfaction of 363(f) Standards**. The Debtor may sell and assign ~~or license, as applicable,~~ the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities, as applicable, because, with respect to each creditor asserting a Lien, Claim or Excluded Liability, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens, Claims or Excluded Liabilities who did not object or who withdrew their objections to ~~the Assignment and Rejection Notice~~ this Sale Order are deemed to have consented to the Sale Motion and the sale and assignment of the Purchased Assets to the Buyers pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Liens, Claims, or Excluded Liabilities who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims or Excluded Liabilities, if any, attach to the proceeds of the Sale ultimately attributable to the Purchased Assets in which such holders allege a Lien, Claim or Excluded Liability in the same order of priority, with the same validity, force and effect that such holder had prior to ~~the~~such Sale, and subject to any claims and defenses the Debtor and its estate may possess with respect thereto; *provided*, that the Debtor will cause the proceeds of all Sales to be remitted pursuant to paragraph 50 of this Sale Order.

AA. ~~Z.~~ **No Successor Liability**. The transactions contemplated under the Sale Agreements do not amount to a consolidation, merger, or de facto merger of any of the Buyers with the Debtor and/or the Debtor's estate, there is not substantial continuity between the Debtor and the Buyers, there is no common identity between the Debtor and any of the Buyers, there is no continuity of enterprise between the Debtor and any of the Buyers, none of the Buyers ~~are not~~is a mere continuation of the Debtor or its estate, and none of the Buyers ~~do not constitute~~constitutes a successor to the Debtor or its estate in any way. The Buyers would not have individually acquired their respective Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" or similar theories.

BB. ~~AA.~~ **No Fraudulent Transfer**. The ~~Sale is~~Sales are not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession or the District of Columbia. Neither the Debtor nor any of the Buyers ~~have~~has entered into any of the Sale Agreements or is consummating ~~the~~its respective Sale with any fraudulent or otherwise improper purpose.

CC. ~~BB.~~ **Fair Consideration**. The consideration provided for by each Buyer for the Purchased Assets indicated in its respective Sale Agreement constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code or any similar state or federal law), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession or the District of Columbia.

DD. ~~CC.~~ **Compliance with Bankruptcy Code**. The consummation of each Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including without limitation sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code and all of the applicable requirements of such sections have been or will be complied with in respect of each Sale as of the applicable Closing Date.

EE. ~~DD.~~ **Sale ~~Transaction~~Transactions Not a Sub Rosa Plan**. The sale and assignment ~~or license, as applicable,~~ of the Purchased Assets and Assumed Liabilities, as applicable, outside of a plan of reorganization pursuant to the Sale Agreements neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtor. The ~~Sale does~~Sales, individually and collectively, do not constitute a *sub rosa* chapter 11 plan.

FF. ~~EE.~~ The ~~Sale~~Sales contemplated by the Sale Agreements ~~is~~are in the best interest of the Debtor, its estate, its creditors, interest holders and all other parties in interest in the Chapter 11 Case; and it is therefore,

ORDERED, ADJUDGED AND DECREED THAT:

1. **Relief Granted**. The relief requested in the Sale Motion is hereby granted in its entirety.

2. **Objections Overruled**. All objections and responses to the Sale Motion, the Auction, this Sale Order or the relief granted herein (including all reservations of rights included therein) that have not been overruled, withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice.

3. **Notice**. Notice of the Sale Motion, and the assumption and assignment of the ~~Transferred~~Assumed Contracts (including proposed Cure Amounts related thereto), the Auction,

the Sale Hearing and the ~~Sale~~Sales was fair and equitable under the circumstances and complied in all respects with the Bidding Procedures, sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007 and Local Rule 6004-1.

4. **Prior Findings of Fact and Conclusions of Law**. The Bankruptcy Court's findings of fact and conclusions of law in the Bidding Procedures Order, including the record of the Bidding Procedures Hearing, are incorporated herein by reference.

5. **Approval**. The Sale Agreements (and all ancillary documents related thereto) are hereby approved and authorized in all respects and shall be deemed in full force and effect, and the Debtor and each of the Buyers are hereby authorized, empowered and directed to fully perform under, consummate, and implement the terms of each of the Sale Agreements and to execute, deliver and perform under, any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of each of the Sale Agreements and this Sale Order, including, without limitation, deeds, assignments, patents, stock powers, transfers of membership interests and other instruments of transfer, and to take all further actions as may reasonably be requested by the Debtor or any of the Buyers for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyers or reducing to possession any or all of the Purchased Assets, as may be necessary or appropriate to the performance of the Debtor's obligations as contemplated by each of the Sale Agreements, without any further corporate action or orders of the Bankruptcy Court. Notwithstanding anything set forth in this Sale Order to the contrary, all rights, duties and obligations of any Buyer may be assigned to a designee (including an Affiliate) of such Buyer in accordance with such Buyer's Sale Agreement; *provided*, that any such Buyer is, and shall remain, primarily and irrevocably

responsible for the full performance of the Buyer's duties and obligations under such Sale Agreement notwithstanding any such designation or the terms thereof.

6. **Good Faith**. Each Buyer is a good faith purchaser ~~or licensee, as applicable,~~ of the Purchased Assets set forth in its respective Sale Agreement and is hereby granted and entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Sale Order are hereafter reversed, modified, or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any sale, transfer, or assignment under the Sale Agreements or obligation or right granted pursuant to the terms of this Sale Order (unless stayed pending appeal prior to the applicable Closing Date), and notwithstanding any reversal, modification, or vacatur, any sale, transfer, or assignment shall be governed in all respects by the original provisions of this Sale Order and the applicable Sale Agreements, as the case may be.

7. **Section 363(n) of the Bankruptcy Code**. ~~The~~Each Sale approved by this Sale Order is not subject to avoidance or any recovery or damages pursuant to section 363(n) or any other section of the Bankruptcy Code.

8. **Documentation**. The Debtor is authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, ~~Sale~~ agreements, or amendments necessary or appropriate to effectuate the ~~Sale~~Sales contemplated by each of the Sale Agreements, any related ~~Sale~~ agreements and this Sale Order, including amended and restated certificates or articles of incorporation, by-laws, or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all

applicable governmental units or as any of the officers of the Debtor may determine are necessary or appropriate, and all such officials are hereby authorized to accept the foregoing. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. **Cooperation**. The Debtor is hereby authorized and directed to cooperate with each Buyer as reasonably requested by such Buyer and take all actions and execute all documents which such Buyer reasonably and in good faith determines is necessary or desirable to ensure that the Sale related to such Buyer is consummated in accordance with its respective Sale Agreement, and the Debtor is authorized to make such modifications or supplements reasonably acceptable to the Debtor and such Buyer to any bill of sale or other document or instrument executed or to be executed in connection with the Closing applicable to such Buyer to facilitate such consummation as contemplated by such Sale Agreement. Without in any way limiting the foregoing, the Debtor will cooperate with Cipla in all reasonable respects to facilitate meetings with the U.S. Biomedical Advanced Research and Development Authority ("BARDA") or other agencies or offices within the U.S. Department of Health & Human Services, and will use commercially reasonable efforts to assist Cipla in connection with any submission made or to be made by Cipla following the Closing Date with regard to any request by Cipla request to be awarded a contract with BARDA; *provided*, that nothing in the Cipla Sale Agreements or this Sale Order shall be deemed to require the Debtor to remain a debtor in the Chapter 11 Case or maintain its corporate existence for any period of time beyond forty-five (45) days after the Closing Date of the Sale under the Cipla Plazomicin Sale Agreement.

10. **Duty to Close**. Neither the Debtor nor any ~~Buyers~~Buyer shall have any obligation to proceed with the Closing applicable to such Buyer until all conditions precedent to their

respective obligations to proceed have been met, satisfied or waived in accordance with the terms of such Buyer's applicable Sale Agreement; *provided*, ~~*however,*~~ the Debtor shall consult in good faith with the DIP Lender and the Creditors' Committee prior to waiving any conditions precedent with respect thereto.

11. **Valid Transfer**. Effective as of the Closing of each Sale and with respect to each such Sale, (~~a~~i) the sale and assignment ~~or license, as applicable,~~ of the Purchased Assets and the ~~Transferred~~Assumed Contracts, as applicable, by the Debtor to each Buyer pursuant to the terms of the respective Sale Agreements shall constitute a legal, valid and effective transfer of the Purchased Assets and the ~~Transferred~~Assumed Contracts, as applicable, notwithstanding any requirement for approval or consent by any person, and shall vest each of the Buyers with all right, title, and interest of the Debtor in and to ~~the~~its respective Purchased Assets and ~~Transferred~~Assumed Contracts~~, as applicable~~, free and clear of all Liens, Claims and Excluded Liabilities, as applicable (other than the Assumed Liabilities, as applicable) pursuant to section 363(f) of the Bankruptcy Code, and (~~b~~ii) the assumption of the ~~Transferred~~Assumed Contracts and all Assumed Liabilities by ~~the Buyers (excluding [X])~~Cipla constitutes a legal, valid, and effective assignment and delegation of any and all obligations, liabilities, and claims in respect thereof to ~~such Buyer (excluding [X])~~Cipla and, other than to the extent expressly provided in this Sale Order and/or constituting Excluded Liabilities under such Sale Agreement, as applicable, divests the Debtor of all right, title and interest in, and all obligations and liability with respect to, the ~~Transferred~~Assumed Contracts and such Assumed Liabilities. Upon the occurrence of the Closing, this Sale Order shall be considered and constitute, for any and all purposes, a full and complete general assignment, conveyance, and transfer ~~or license, as applicable,~~ of the Purchased Assets (including the ~~Transferred~~Assumed Contracts, as applicable) to such Buyer pursuant to

~~their~~its respective Sale Agreement and/or a bill of sale or assignment transferring indefeasible right, title and interest in the Purchased Assets set forth in such Sale Agreement, ~~or with respect to [X], perpetual, irrevocable, exclusive, royalty-and-milestone-payment-free license as set forth in the License Agreement,~~ including the ~~Transferred~~Assumed Contracts, as applicable, and all other rights and interests associated with or appurtenant to such Purchased Assets, including, without limitation, warranty rights, intellectual property rights (including, without limitation, rights to all associated patents, regulatory approvals, permits, and registrations) and other non-executory contract rights, to such Buyer all to the extent set forth in such Buyer's Sale Agreement.

12. **Qilu License Agreement**. At the conclusion of the Auction, the Debtor chose the bid submitted by Qilu Antibiotics Pharmaceutical Co., Ltd. ("Qilu") as the highest or otherwise best bid for a perpetual, irrevocable, exclusive, royalty-and-milestone-payment-free, sublicensable license of certain rights with respect to the Debtor's products comprised of or containing the active pharmaceutical ingredient Plazomicin Sulfate (ACHN-490) as the sole active ingredient, including a product in the form of ZEMDRI™ (plazomicin) approved by the FDA in the United States for the Treatment of Adults with Complicated Urinary Tract Infections (cUTI) (the "Licensed Product") in the People's Republic of China, Hong Kong, Macau and Taiwan (the "Territory") (collectively, the "Licensed Assets"). Cipla submitted the second highest or otherwise best bid at the Auction for the Licensed Assets and was chosen by the Debtor as the Back-up Bidder for the Licensed Assets. Qilu's bid for the Licensed Assets is subject to Qilu obtaining certain approvals from the People's Republic of China and entry of an order of this Court approving such Sale. Notwithstanding anything to the contrary, the purchase by Cipla of the Purchased Assets identified in the Cipla Plazomicin Sale Agreement is subject to (i) the

Debtor's license to Qilu of the Licensed Assets, or (ii) in the event Qilu fails to close on the Licensed Assets, the Debtor's conveyance to Cipla as Back-up Bidder for the Licensed Assets, or (iii) in the event Cipla fails to close on the Licensed Assets, the Debtor's license of the Licensed Assets to such other third party chosen by the Debtor, in consultation with the DIP Lender and the Creditors' Committee, and approved by this Court. In no event shall Cipla, as Back-up Bidder for the Licensed Assets, obtain the Licensed Assets without entering into definitive documentation with the Debtor and paying the consideration offered by Cipla as part of its Back-up Bid accepted by the Debtor at the June 13 Auction. If the Licensed Assets are conveyed to Cipla as the Back-up Bidder (but not to Qilu or any other party), such conveyance will not be effected through a license agreement, but instead through an amendment to the Cipla Plazomicin Sale Agreement or similar agreement or instrument between Cipla and the Debtor, pursuant to which Cipla's rights to the Purchased Assets identified in the Cipla Plazomicin Sale Agreement will no longer be subject to any third party license for the Territory. As agreed among the Debtor, Cipla and Qilu, the Debtor will seek this Court's approval of an order authorizing (a) the Debtor's entry into a license agreement with Qilu for the Licensed Assets (the "Qilu License Agreement"); the Qilu License Agreement shall be in substantially the form provided by the Debtor to Qualified Bidders prior to the Auction with only those changes agreed to among the Debtor, Qilu and Cipla, and (b) contemporaneous assignment by the Debtor of the Debtor's rights (other than the right to receive the consideration to be paid to the Debtor in exchange for the Licensed Assets) and obligations as the licensor thereunder to Cipla, and Cipla shall assume all of the Debtor's rights (other than the right to receive the consideration to be paid to the Debtor in exchange for the Licensed Assets) and obligations thereunder, and shall be bound by all of the terms and conditions of the Qilu License Agreement, as the successor licensor under the Qilu

License Agreement. The Debtor, Cipla and Qilu shall negotiate the provisions of the Qilu License Agreement in good faith and use commercially reasonable efforts to finalize, execute, deliver, and file with this Court the Qilu License Agreement as soon as reasonably practicable.

13. ~~12.~~ **Free and Clear**. Except to the extent specifically provided in the Sale Agreements or this Sale Order, upon the occurrence of a Closing under a particular Sale Agreement, the Debtor shall be, and hereby is, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell, assign, convey, and transfer ~~or license, as applicable,~~ the Purchased Assets under such Sale Agreement to the applicable Buyer and assign the ~~Transferred~~Assumed Contracts to ~~such Buyer~~Cipla, as applicable. Except, and solely, to the extent specifically provided in the Sale Agreements or ~~in paragraphs 40-42 of~~ this Sale Order, the sale and assignment ~~or licenses, as applicable,~~ of the Purchased Assets and the assignment of the ~~Transferred~~Assumed Contracts, as applicable, to ~~the Buyers~~each Buyer pursuant to ~~their~~its respective Sale Agreements~~, as applicable,~~ vests each such Buyer with all right, title and interest of the Debtor in and to ~~their~~its respective Purchased Assets~~, or, with respect to [X], grants [X]~~ a perpetual, irrevocable, exclusive, royalty and milestone payment free ~~license of the Subject IP~~, free and clear of any and all Liens, Claims, Excluded Liabilities, as applicable, and other liabilities of any kind or nature whatsoever (except for Assumed Liabilities, as applicable), whether known or unknown as of the applicable Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by ~~Sale~~ agreement, understanding, law, equity, or otherwise, with all such Liens, Claims and Excluded Liabilities, as applicable, to attach only to the proceeds of the sale and assignment of such Purchased Assets with the same priority, validity, force, and effect as they now have in or against such Purchased Assets; *provided*, that the Debtor

will cause the proceeds of all Sales to be remitted pursuant to paragraph 50 of this Sale Order. The Sale Motion shall be deemed to ~~provide~~have provided sufficient notice as to the sale and assignment of the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities in accordance with Local Rule 6004-1. Following a Closing, no holder of any Lien or Claim on any of the Purchased Assets subject to such Closing may interfere with the applicable Buyer's enjoyment of the Purchased Assets, as applicable, based on or related to such Lien or Claim, or any actions that the Debtor may take or fail to take in its Chapter 11 Case and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of such Sale.

14. ~~13.~~ The term "Lien" as used in this Sale Order shall include, without limitation, all liens, interests, rights, encumbrances, rights of offset (including any right to offset or recoupment of any party to a contract or lease that is not a ~~Transferred~~Assumed Contract in respect to Receivables due from such entities or their affiliates which are included in the Purchased Assets under the Sale Agreements, as applicable), recoupment rights, reversionary rights, assignment rights, rights to specific performance, restrictions, leases, option rights or claims, obligations, liabilities, indentures, loan ~~Sale~~ agreements, guaranties, demands, contractual commitments or interests in respect of the Debtor or any property of the Debtor, equity interests, licenses, instruments, conditional sale rights or other title retention ~~Sale~~ agreements, rights of first refusal, reversionary rights, consent rights, contract rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, regulatory violations, judgments, decrees of any court or foreign or domestic governmental or quasi-governmental entity, debts arising in any way in connection with any ~~Sale~~ agreements, acts or failures to act and reclamations rights whether choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected including, without limitation, the following: (~~i~~i) any "Lien"

as such term is defined in each of the Sale Agreements; (2ii) any employment or labor Sale agreements; (3iii) all mortgages, deeds of trust, hypothecations, pledges, security interests or charges of any kind or nature; (4iv) any pension, welfare, compensation or other employee benefit plans, Sale agreements, practices and programs, including, without limitations, any pension plan of the Debtor; (5v) any other employee, workers' compensation, occupational disease or unemployment or temporary disability related claim, including, without limitations, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, Pub. L. No. 93-406, 88 Stat. 829 (1974), as amended, (b) the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, (c) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e §§ 2000e *et seq.*, as amended, (d) the Federal Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*, as amended, (e) the National Labor Relations Act, 29 U.S.C. §§ 151 *et seq.*, as amended, (f) the Worker Adjustment and Retraining Act of 1988, 2829 U.S.C. §§ 2101 *et seq.*, (g) the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 *et seq.*, as amended, (h) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 §§ 12101 *et seq.*, as amended, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with any of the Debtor or any of its respective predecessors; (6vi) any claims that might arise under or pursuant to any bulk sales or similar law; (7)vii) any claims that might arise under or pursuant to any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (8viii) any claims that might arise under or pursuant to theories of successor liability, including any theories on product liability grounds; (ix) any liability arising out of or relating to any contracts made or awarded by BARDA, including any clawback of funds granted to the Debtor; and (9x) any environmental or other liens, claims (as defined in section 101(5) of the Bankruptcy

Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature arising from existing conditions on or prior to any Closing Date.

15. ~~14.~~ The provisions of this Sale Order authorizing the sale and assignment ~~or license, as applicable,~~ of the Purchased Assets free and clear of Liens, Claims and Excluded Liabilities (other than Assumed Liabilities), as applicable, shall be self-executing, and none of the Debtor and the Buyers shall ~~not~~ be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

16. With regard to the forms of, timing, and other terms concerning the consideration to be provided by the Buyers to the Debtor as set forth in the respective Sale Agreements, each Buyer is directed to comply with its respective obligations thereunder, and the Debtor, any liquidating trustee appointed in this Chapter 11 Case, and their successors and assigns, are hereby authorized to enforce all such provisions. As further set forth in paragraph 53 hereof, the Bankruptcy Court shall retain exclusive jurisdiction with regard to any and all issues, disputes, controversies, causes of action, and/or claims with regard to, or arising under, such provisions, including, without limitation, the enforcement thereof .

17. ~~15.~~ **Authorization to Creditors**. On and after a Closing Date, each of the Debtor's applicable creditors is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Purchased Assets subject to such Sale, as such Liens may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens* or other documents, instruments, notices or ~~Sale~~ agreements evidencing any Lien against or in the Purchased Assets shall not have delivered to the Debtor before such Closing, in proper form for filing and executed by the appropriate

parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Purchased Assets subject to such Sale, then with regard to such Purchased Assets, (~~a~~i) each of the Debtor and such Buyer are authorized and directed to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to such Purchased Assets and (~~b~~ii) each of the Debtor or ~~the~~such Buyer, as applicable, are authorized and directed to file, register or otherwise record a certified copy of this Sale Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against such Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal, or foreign government agency, department, or office.

18. ~~16.~~ **Authorization to Government Agencies**. Each and every Governmental Authority, filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official, and any other persons and entity who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate each of the ~~Sale~~Sales contemplated by the Sale Agreements or this Sale Order. All such entities described above in this paragraph are authorized to strike all recorded Liens against the Purchased Assets from their records, official and otherwise.

19. ~~17.~~ **Direction to Surrender Possession or Control**. All persons or entities, presently or on or after a Closing Date, in possession or control of some or all of the Purchased Assets subject to ~~the~~a Sale ~~closed on such Closing Date~~, are directed to surrender possession or

control of such Purchased Assets to such Buyer on the Closing Date of such Sale or at such time thereafter as such Buyer may request.

20. ~~18.~~ **Licenses and Permits**. To the extent provided in any of the Sale Agreements and available under applicable law, each Buyer shall be authorized, as of the applicable Closing Date, to operate under any Governmental Authorization, rights granted in respect of IP Agreements, if any, ~~Sale Agreements~~ or other Intellectual Property, ~~or the Subject IP with respect to [X],~~ constituting part of the Purchased Assets, any other license, permit, registration, and any other governmental approval of the Debtor with respect to such Purchased Assets and the ~~Transferred~~Assumed Contracts, as applicable, and all such licenses, permits, registrations, and Governmental Authorizations, Intellectual Property, ~~or the Subject IP with respect to [X],~~ and any other approvals are deemed to have been, and hereby are, directed to be transferred to such Buyer as of such Closing Date. To the extent any license or permit necessary for the operation of the business of the Debtor is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, each such ~~Buyers~~Buyer shall apply for and obtain any necessary license or permit promptly after the applicable Closing Date and the Debtor is hereby authorized and directed to ~~reasonably~~use commercially reasonable efforts to cooperate with such Buyer in connection with any such application as such Buyer deems reasonably necessary or desirable, subject to the provisions of its respective Sale Agreement.

21. ~~19.~~ To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any Governmental Authorization or other approval, permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to any of the Buyers on account of the filing or pendency of this Chapter 11 Case or the consummation of the ~~Sale~~Sales.

22. ~~20.~~ **No Successor Liability**. Each Buyer and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) are not and shall not be (~~a~~i) deemed a "successor" in any respect to the Debtor or its estate as a result of the consummation of the Sale contemplated by its respective Sale Agreement or any other event occurring in the Chapter 11 Case under any theory of law or equity (other than with respect to Assumed Liabilities~~, as applicable~~ assumed by Cipla pursuant to the Cipla Sale Agreements), (~~b~~ii) deemed to have, de facto or otherwise, merged, or consolidated with or into the Debtor or its estate, (~~c~~iii) deemed to have a common identity with the Debtor, (~~d~~iv) deemed to have a continuity of enterprise with the Debtor, or (~~e~~v) deemed to be a continuation or substantial continuation of the Debtor or any enterprise of the Debtor. Except for the Assumed Liabilities, as applicable, or as otherwise expressly provided in this Sale Order and/or a Sale Agreement of a Buyer, the transfer of the Purchased Assets and the ~~Transferred~~Assumed Contracts, as applicable, to such Buyer under its respective Sale Agreement shall not result in such Buyer or its affiliates, predecessors, successors, assigns, members, partners, directors, officers, or principals and shareholders (or equivalent) (i) having any liability or responsibility for any claim against the Debtor or against an insider of the Debtor (including, without limitation, for any Excluded Liabilities, as applicable), (ii) having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Lien or Excluded Liability, as applicable, or (iii) having any liability or responsibility to the Debtor except as is expressly set forth in its respective Sale Agreement or this Sale Order. Such Buyer shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation described in the foregoing sentence (other than with respect to Assumed Liabilities, as applicable), and the Sale Motion shall be deemed to ~~provide~~have provided

sufficient notice as to the Sale and assignment of the applicable Purchased Assets free and clear of all such liabilities and obligations in accordance with Local Rule 6004-1.

23. ~~21.~~ **Examples of No Successor Liability**. Without limiting the generality, effect or scope of the foregoing, as a result of and following the Closing of the Sale applicable to ~~a~~any Buyer, such Buyer and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) shall have no successor or vicarious liabilities of any kind or character, including, without limitation, any theory of antitrust, environmental, transferee liability, continuity of enterprise, mere continuation, labor law, bulk sales law, employment or benefits law, alter ego, veil piercing, escheat, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity or otherwise with respect to the Debtor or any obligations of the Debtor ~~arising on or~~relating to the period prior to the Closing Date applicable to such Buyer whether arising before or after such Closing Date, including, without limitation, United States or foreign pension liabilities or liabilities on account of any federal, state or other taxes arising, accruing or payable under, out of, in connection with, or in any way relating to or calculated or determined with respect to or based in whole or in any part upon the operation of the applicable Purchased Assets or the ~~Transferred~~Assumed Contracts, as applicable, on or prior to such Closing Date or any taxes in connection with, or in any way related to, the cancellation of debt of the Debtor or its Affiliates. The consideration given by such Buyer shall constitute valid and valuable consideration for the release of any potential claims of successor liability against such Buyer which releases shall be deemed to have been given in favor of such Buyer by all holders of Liens, Claims and Excluded

Liabilities (other than Assumed Liabilities), as applicable, against the Debtor or the applicable Purchased Assets.

24. ~~22.~~ **Injunction**. Subject to paragraph ~~50~~54, and except to the extent expressly included in the Assumed Liabilities, as applicable, all persons and entities, including, but not limited to, the Debtor, employees, former employees, all debt security holders, equity holders, licensors, administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, ~~and~~ other parties in possession of any of the Purchased Assets at any time, trade creditors and all other creditors~~,~~ holding any Liens, Claims or Excluded Liabilities of any kind or nature whatsoever against or in the Debtor or in the Debtor's interests in the Purchased Assets (whether known or unknown as of an applicable Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the ~~Transferred~~Assumed Contracts~~, as applicable~~ (with respect to Cipla), the operation of the Debtor's business, on or prior to an applicable Closing Date, the ~~Sale~~Sales (other than each Buyer's obligations under this Sale Order and its respective Sale Agreement, and all other ancillary agreements, documents or instruments entered into in connection with such Sale Agreement), or the transfer of the Purchased Assets or the ~~Transferred~~Assumed Contracts, as applicable, to the respective Buyers shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim or other proceeding of any kind, directly or indirectly, against any of the Buyers or any of their respective affiliates,

predecessors, successors, or assigns or any of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), their property or the applicable Purchased Assets. In connection with the foregoing, actions that are barred hereby include, without limitation: (i) the commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree or order, (iii) the creation, perfection, or enforcement of any Lien, Claim, interest, or encumbrance, (iv) the assertion of any right of setoff, subrogation, recoupment, reversion, assignment or specific performance of any kind, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Sale Order, any actions contemplated or taken in respect hereof, or any of the Sale Agreements, and (vi) the revocation, termination or failure or refusal to renew any Governmental Authorization or other license, permit, registration, or governmental authorization or approval to operate any of the Purchased Assets or conduct the businesses associated with such Purchased Assets. Following the Closing Date, no Person that was the holder of a Lien on, in or against any of Purchased Assets prior to the Closing Date shall interfere with the applicable Buyer's title to, license of, or use and enjoyment of ~~the applicable~~such Purchased Assets based on or related to such Lien, or any actions that the Debtor may take in the Debtor's case.

25. ~~23.~~ **No Bulk Sales; No Brokers**. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the ~~Sale~~Sales or the other transactions contemplated under the Sale Agreements or this Sale Order. Other than Cassel Salpeter & Co., LLC ("Cassel"), no broker, finder, or financial advisor was involved in consummating the ~~Sale~~Sales or

the other ~~such~~ transactions, and, other than Cassel, no commissions are due to any person or entity in connection with the Sale or the other such transactions. The Buyers are not and will not become obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the ~~Sale~~Sales or the other transactions based upon any arrangement made by or on behalf of the Debtor~~.~~; *provided*, that the Debtor is authorized to apply proceeds of the Sales to the fees and expenses of Cassel in accordance with the order of this Court approving Cassel's engagement including, without limitation, any provisions in such order regarding determination of the value of any consideration received by the Debtor.

26. ~~24.~~ **Fees and Expenses; Indemnity**. Any amounts payable or otherwise reimbursable by the Debtor under the Sale Agreements or any of the documents delivered by the Debtor in connection with the Sale Agreements, including without limitation (i) any allowed claims for breach thereof, (ii) any amounts relating to the indemnity provided by the Debtor under the Sale Agreements, if any, and (iii) any purchase price or other adjustments, shall be paid under the terms of and in the manner provided in the Sale Agreements without further order of the Bankruptcy Court, as an allowed administrative claim in an amount equal to such payment in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, and shall not be discharged, modified, or otherwise affected by any reorganization plan for the Debtor, except by written ~~Sale~~ agreement with the ~~Buyers or their~~affected Buyer or its successors or assigns (such ~~Sale~~ agreement to be provided in ~~the Buyers' or their successors' or assigns'~~such Buyer's or its successor's or assign's respective sole discretion).

27. ~~25.~~ **Assumption and Assignment of ~~Transferred~~Assumed Contracts**. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon each Closing, the Debtor's assumption of the ~~Transferred~~Assumed Contracts and assignment thereof to

~~the applicable Buyer, excluding [X]~~Cipla, free and clear of all Liens, Claims and Excluded Liabilities (other than Assumed Liabilities) pursuant to the terms set forth in the applicable Sale Agreement is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) (including section 365(b)(3) to the extent applicable) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Each of the Contract Counterparties is hereby forever barred, estopped and permanently enjoined from raising or asserting against the Debtor or the property of any of such parties, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether known or unknown as of the applicable Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise) arising under or out of, in connection with, or in any way related to the ~~Transferred~~Assumed Contracts existing as of the applicable Closing Date or arising by reason of the assumption, assignment and/or such Closing except to the extent constituting an Excluded Liability under the Sale Agreements (other than the Assumed Liabilities)~~, excluding the License Agreement~~. Notwithstanding the foregoing, pursuant to the terms of the Cipla Sale Agreements, ~~excluding the License Agreement, each Buyer, excluding [X],~~Cipla shall be liable for all obligations and liabilities arising after and relating to the period following the applicable Closing Date under the ~~Transferred~~Assumed Contracts, all of which ~~shall be for (x) all obligations and liabilities arising after such Closing Date under the Transferred Contracts and (y) all obligations of the Debtor to Third Parties related to or in connection with any Customer Financial Incentives first arising or incurred after such Closing pertaining to sales of the Debtor prior to such Closing but after the Petition Date, all of which shall be liabilities described in the foregoing clauses (x) and (y)~~ shall constitute Assumed Liabilities, and the Debtor shall not be liable for any such

obligations or liabilities.

28. ~~26.~~ Each of the ~~Transferred~~Assumed Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with ~~their~~its terms as of the date of this Sale Order, subject to any amendments or modifications agreed to between a Contract Counterparty and ~~the Buyers, excluding [X]~~Cipla. Upon ~~a~~ Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, ~~the applicable Buyer, excluding [X],~~Cipla shall be fully and irrevocably vested with all right, title and interest of the Debtor under the ~~Transferred~~applicable Assumed Contracts~~, as applicable~~. The assignment of each of the ~~Transferred~~Assumed Contracts is deemed to be made in good faith under, and is entitled to the protections of, section 363(m) of the Bankruptcy Code.

29. ~~27.~~ **Adequate Assurance**. ~~Each Buyer, excluding [X] who is not accepting an assignment of any Transferred Contracts,~~Cipla has provided adequate assurance of its future performance under the relevant ~~Transferred~~Assumed Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including section 365(b)(3) to the extent applicable). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to ~~the respective Buyers, excluding [X], of the Transferred~~Cipla of the Assumed Contracts have been satisfied.

30. ~~28.~~ **Anti-Assignment Provisions Unenforceable**. No sections or provisions of the ~~Transferred~~Assumed Contracts that purport to (~~a~~i) prohibit, restrict, or condition the Debtor's assignment of the ~~Transferred~~Assumed Contracts, including, but not limited to, the conditioning of such assignment on the consent of the Contract Counterparties; (~~b~~ii) authorize the termination, cancellation, or modification of the ~~Transferred~~Assumed Contracts based on the filing of a bankruptcy case, the financial condition of the Debtor or similar circumstances; (~~c~~iii) declare a

breach or default as a result of a change in control in respect of the Debtor; or (~~d~~iv) provide for additional payments, penalties, conditions, renewals, extensions, charges, other financial accommodations in favor of the non-Debtor third party to the ~~Transferred~~Assumed Contracts, or modification of any term or condition upon the assignment of a ~~Transferred~~Assumed Contract or the occurrence of the conditions set forth in subsection (~~b~~ii) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under ~~11 U.S.C. §~~section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under ~~11 U.S.C. §~~section 365(e). The entry of this Sale Order constitutes the consent of the Contract Counterparties to the assumption and assignment of such ~~Sale~~ agreements without the necessity of obtaining such party's consent, written or otherwise, to such assumption or assignment. All ~~Transferred~~Assumed Contracts shall remain in full force and effect, without existing default(s), subject only to payment of the applicable Cure Amounts in accordance with the applicable Sale Agreement (and subject, in the case of the Cipla Plazomicin Sale Agreement, to Section 2.5(e) thereof), and to any amendments or modifications agreed to between a Contract Counterparty and ~~the respective Buyers, excluding [X], in accordance with their respective Sale Agreements~~Cipla.

31. ~~29.~~ **No Fees for Assumption and Assignment**. Other than Assumed Liabilities ~~(other than with respect to [X])~~, there shall be no rent accelerations, penalties, assignment fees, increases or any other fees charged to ~~the Buyers (excluding [X]), their~~Cipla, its successors or assigns, or the Debtor as a result of the assumption and assignment of the ~~Transferred~~Assumed Contracts. For the avoidance of doubt, ~~[X] is~~Heritage and Unity are not assuming any Assumed Liabilities or accepting an assignment of any ~~Transferred Contracts~~Assumed Contracts and, therefore, are not required to pay any cure amounts or provide any adequate assurance of future performance to any third parties.

32. ~~30.~~ **Cure Amounts**. Payment of the Cure Amounts by ~~the Buyers (excluding [X]), as applicable,~~Cipla as set forth on the Contract & Cure Schedule for each of the Cipla Sale Agreements and also set forth on Exhibit ~~A~~E hereto (or such other amount or such other terms as may be agreed to by ~~the Buyers (excluding [X])~~Cipla and the Contract Counterparties~~, as applicable,~~ to the applicable ~~Transferred~~Assumed Contract) in accordance with the Cipla Sale Agreements is hereby authorized and directed. All defaults or other obligations shall be deemed cured and shall no longer exist upon the payment or other satisfaction by the Debtor of ~~the~~such Cure Amounts ~~set forth in Exhibit A~~ against which no timely objections have been properly filed and served (or if filed and served, overruled) in accordance with the Assignment and Rejection Procedures (or such other amount or such other terms as may be agreed to by ~~the Debtor~~Cipla and the Contract Counterparties to the applicable ~~Transferred~~Assumed Contract or otherwise ordered by the Court) and, for the avoidance of doubt, no Contract Counterparty shall be entitled to a claim against the Debtor or the Debtor's estate for any such default. Except for the Cure Amounts set forth on Exhibit ~~A~~E filed and served in accordance with the Assignment and Rejection Procedures (or such other amount as may be agreed to by ~~the Debtor~~Cipla and the Contract Counterparties to the applicable ~~Transferred~~Assumed Contract or otherwise ordered by the Court), there are no defaults existing under the ~~Transferred~~Assumed Contracts, nor shall there exist any event or condition existing on applicable Closing Date which, with the passage of time or giving of notice, or both, would constitute such a default. For the avoidance of doubt, and notwithstanding anything to the contrary in any Sale Agreement, the Debtor's estate shall not be responsible for the payment of any Cure Amounts and ~~each Buyer's~~Cipla's payment of ~~any~~ Cure Amounts shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtor's estate~~.~~, or (ii) reduce the amount of the cash and

contingent consideration that is otherwise payable by Cipla under the Cipla Sale Agreements; *provided* that, as set forth in (and in accordance with) Section 2.5(g) of the Cipla Plazomicin Sale Agreement, in the event that the aggregate Cure Amounts for the Assumed Contracts to be assumed and assigned thereunder exceed the Target Cure Amount, the Closing Payment shall be reduced on a dollar-for-dollar basis.

33. ~~31.~~ **Notice of Assumption and Assignment**. In accordance with the Assignment and Rejection Procedures, the Debtor has served ~~on all of the Contract Counterparties, identified on the schedule~~ the Assignment and Rejection Notice that the Debtor has filed with the Bankruptcy Court~~,~~ on all of the Contract Counterparties identified on the schedule attached thereto. The schedule to the Assignment and Rejection Notice ~~that~~ included (i) the title of the ~~Transferred~~Assumed Contract, (ii) the name of the counterparty to the ~~Transferred~~Assumed Contract, (iii) any applicable Cure Amounts, (iv) a notice that each ~~Transferred~~Assumed Contract may be assumed by the Debtor and assigned to the Successful Bidder submitting the highest or otherwise best bid for the Debtor's assets, and (v) the deadline by which any such ~~Transferred~~Assumed Contract counterparty must file an objection to the proposed assumption and assignment. In addition, ~~the identities of the Buyers (excluding [X] who is not accepting an assignment of any Transferred Contracts) have~~Cipla's identity has been disclosed to each of the Contract Counterparties. No other or further notice is required.

34. ~~32.~~ Any Contract Counterparties to a ~~Transferred~~Assumed Contract ~~designated to be assumed and assigned to the respective Buyer~~ who have not timely filed and served an objection in accordance with the Assignment and Rejection Procedures shall be barred from objecting, or asserting monetary or non-monetary defaults, with respect to any such ~~Transferred~~Assumed Contract, and such ~~Transferred~~Assumed Contract shall be deemed assumed

by the Debtor and assigned to ~~the respective Buyer~~Cipla on the applicable Closing Date pursuant to this Sale Order. All Claims of a counterparty to a Assumed Contract that is assumed by Cipla which arise from or are related to such counterparty's Assumed Contract shall be void, and all proofs of claim filed by such counterparty, whether filed prior to or after the date of entry of this Sale Order, asserting a claim that arises from or is related to such counterparty's Assumed Contract, shall be deemed automatically expunged from the Debtor's registry of claims without the need for any further action.

35. ~~33.~~ From the date of the entry of ~~the~~this Sale Order, the Debtor may, in its sole discretion, settle objections to assumption and assignment of any ~~Transferred~~Assumed Contract, including to proposed Cure Amounts, without any further notice to or action by any party or order of the Court (including by paying any agreed Cure Amount); *provided*, that notice to and consent of ~~the respective Buyer~~Cipla shall be required to the extent ~~such Buyer~~Cipla is liable for such Cure Amount pursuant to the applicable Cipla Sale Agreement ~~as modified by this Sale Order~~. Unless the Bankruptcy Court orders otherwise, contemporaneously with the resolution of any such objection, the executory contract or unexpired lease underlying such objection shall be deemed ~~a Transferred~~an Assumed Contract to ~~the respective Buyer~~Cipla without the necessity of obtaining any further order of the Bankruptcy Court.

36. ~~34.~~ No executory contract or unexpired lease as to which a Contract Counterparty has timely filed and served an objection in accordance with the Assignment and Rejection Procedures shall be considered a ~~Transferred~~Assumed Contract under this Sale Order unless and until any timely objection to the assumption and assignment of such executory contract or unexpired lease has been resolved and, if the Court orders a Cure Amount exceeding the Cure

Amount proposed by the Debtor, ~~the respective Buyer~~Cipla consents to such assumption and assignment.

~~35. **Additional Contracts**. Prior to the applicable Closing Date, each of the Buyers (excluding [X]) may add or remove contracts from the Transferred Contracts and Cure Schedule at any time with the consent of the Debtor (in consultation with the DIP Lender and the Creditors' Committee), *provided* that if any of the Buyers (excluding [X]) seeks to include additional contracts or leases on the schedule of Transferred Contracts (the "Additional Contracts") in addition to those listed on Exhibit A, the Debtor shall, within two (2) calendar days of being informed of such a determination, send an amended or supplemental Transferred Contracts and Cure Schedule adding such contracts thereto to the applicable Contract Counterparties to such executory contracts or unexpired leases so added or removed; *provided, however*, after the Sale Hearing, the Successful Bidders and Back-Up Bidders 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 Creditors' Committee. To the extent an executory contract or unexpired lease is not assumed and assigned to the Successful Bidders, 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 Bidders be responsible for any unassigned executory contracts or unexpired leases.~~

37. **Additional Contracts**. Notwithstanding anything contained in the Cipla Sale Agreements, during the Election Period under each Cipla Sale Agreements, Cipla will have the right to require that the Debtor use its commercially reasonable efforts to assume and assign to Cipla or its designee(s) (i) any additional Executory Contracts that it determines, in its reasonable

discretion, is material to the operation of the Plazomicin Business, AMP Research Program or the C-Scape Development Program, as applicable, but which was not otherwise included on Schedule 3.8 of the Seller Disclosure Schedule to the Cipla Plazomicin Sale Agreement or Schedule 3.7 of the Cipla C-Scape Sale Agreement, as applicable, or (ii) any Specified Contract that was removed from the Contract & Cure Schedule to the applicable Cipla Sale Agreement prior to the applicable Closing ("Additional Contracts") for no additional consideration; *provided*, that Cipla or its designee(s) will pay to the Debtor the full Cure Amount for each Additional Contract that it assumes, and during the applicable Election Period Cipla shall pay to the Debtor on a current basis any post-petition administrative expense arising under all Additional Contracts, pending the determination whether such Additional Contracts will be assumed and assigned or rejected; *provided, further, however*, that the assumption and assignment of such Additional Contracts and payment of such Cure Amount and additional post-petition administrative expenses shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtor's estate, or (ii) reduce the amount of the cash and contingent consideration that is otherwise payable by Cipla under the Cipla Sale Agreements. Within three (3) Business Days of receipt of written notice from Cipla directing the Debtor (with notice provided to the Creditors' Committee) to seek the assumption and assignment of any Additional Contract, the Debtor shall promptly file with the Bankruptcy Court a notice of proposed assignment (each, an "Additional Contracts Notice") which Assignment Notice shall include a Section 365 Order. The Additional Contracts Notice and Section 365 Order shall be in form and substance reasonably acceptable to Cipla. The Seller shall file the Additional Contracts Notice and serve it on all Persons entitled to notice thereof, all in accordance with the applicable provisions of the Bankruptcy Code and applicable order(s) of the Bankruptcy Court, including the Bidding Procedures Order and this

Sale Order. Upon entry of the Section 365 Order (unless such Section 365 Order shall have been stayed, modified, reversed or amended), such Additional Contracts shall be deemed to be Assumed Contracts for all purposes under the applicable Cipla Sale Agreement. Cipla shall promptly reimburse the Debtor for all reasonable costs and expenses of the Debtor incurred in complying with the terms of Section 5.11 of each Cipla Sale Agreement. Nothing in the Cipla Sale Agreements or this Sale Order shall be deemed to require the Debtor to remain a debtor in the Chapter 11 Case or maintain its corporate existence for any period of time beyond forty-five (45) days after the applicable Closing Date in each Cipla Sale Agreement.

38. ~~36.~~ Contract Counterparties seeking to object to the assumption and assignment of ~~the~~any contracts designated as an Additional Contract shall have ten (10) calendar days after the Debtor has sent notice to such Contract Counterparties of the amended ~~Transferred~~Assumed Contracts and Cure Schedule to file and serve any objection to the assumption and assignment of the Additional Contracts and proposed Cure Amount, if any, in accordance with the Assignment and Rejection Procedures (as applicable, the "Additional Assignment Objection").

39. ~~37.~~ If a timely objection is filed to the assumption and assignment of an Additional Contract, 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 of the Additional Assignment Objection to the extent the Court's calendar permits or (ii) such other date designated by the Bankruptcy Court. Unless the Bankruptcy Court orders otherwise (or, if the Court orders a Cure Amount exceeding the Cure Amount proposed by the Debtor and ~~the respective Buyer~~Cipla does not consent), contemporaneously with the resolution of any such objection, the Additional Contract underlying such objection shall be deemed a ~~Transferred~~Assumed Contract that has been assumed and assigned to ~~the respective Buyer~~Cipla

without the necessity of obtaining any further order of the Bankruptcy Court.

40. ~~38.~~ If no objection is timely filed and served to the assumption and assignment of an Additional Contract, such Additional Contract shall be deemed a ~~Transferred~~Assumed Contract, the payment of the proposed Cure Amount (or such other amount or terms as agreed upon by the Debtor and the Contract Counterparties), if any, shall be authorized, and the assumption by the Debtor and assignment to ~~the respective Buyer as applicable~~Cipla of such ~~Transferred~~Assumed Contract shall be hereby approved pursuant to this Sale Order. ~~The Buyers (excluding [X] who is not accepting an assignment of any Transferred Contracts) are~~Cipla shall be responsible for the payment of all Cure Amounts under the ~~Transferred~~Assumed Contracts and Additional Contracts~~.~~; *provided* that, as set forth in (and in accordance with) Section 2.5(g) of the Cipla Plazomicin Sale Agreement, in the event that the aggregate Cure Amounts for the Assumed Contracts to be assumed and assigned thereunder exceed the Target Cure Amount, the Closing Payment shall be reduced on a dollar-for-dollar basis.

41. ~~39.~~ **Direction to Contract Counterparties**. All Contract Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable ~~requests of the respective Buyer~~request of Cipla, and shall not charge the Debtor or ~~the respective Buyer~~Cipla for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the ~~Sale~~Sales involving Cipla.

42. ~~40.~~ Nothing in this Sale Order, the Sale Motion, the Assignment and Rejection Notice (as amended from time to time), or any notice or any other document is or shall be deemed an admission by the Debtor that any contract is an executory contract or, unless otherwise

specified in a Sale Agreement, must be assumed and assigned pursuant to ~~the~~such Sale ~~Agreements~~Agreement, in order to consummate the ~~Sale~~Sales.

43. ~~41.~~ **Failure to Specify Provisions**. The failure specifically to include any particular provisions of the Sale Agreements or any related ~~Sale~~ agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court, the Debtor and the Buyers that the Sale Agreements and any related ~~Sale~~ agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

44. ~~42.~~ **Failure to Enforce ~~Transferred~~Assumed Contracts**. The failure of the Debtor or ~~any Buyer (excluding [X])~~Cipla at any time to enforce one or more terms or conditions of any ~~Transferred~~Assumed Contract shall not constitute a waiver of any such terms or conditions, or of the Debtor's or ~~the Buyers' (excluding [X])~~Cipla's rights to enforce every term and condition of the ~~Transferred~~Assumed Contracts.

45. ~~43.~~ **Lease**. Notwithstanding anything in this Sale Order or the Sale Agreements to the contrary, that certain lease dated as of August 12, 2016~~(~~, as amended by that certain First Amendment to Lease dated as of April 7, 2017, Second Amendment to Lease dated as of July 20, 2017, Third Amendment to Lease dated as of August 17, 2017, and that certain Fourth Amendment to Lease dated as of November 29, 2018 (collectively, as amended, the "Lease"), between AP3-SF2 CT South LLC (the "Landlord") and the Debtor for certain premises (the "Premises") in that certain building located at One Tower Place, South San Francisco, California, any leasehold estate created by the Lease, ~~or any~~any subleases or sublease estates related thereto, any security deposits or letters of credit related to the Lease or any sublease, or any fixtures

constituting a portion of the Premises within, on, or about the Premises is not, and shall not be deemed to be, assumed by the Debtor, assumed by the Debtor and assigned to any of the Buyers, sold by the Debtor to any of the Buyers, or rejected by the Debtor, pursuant to this Sale Order or any of the underlying agreements with any of the Buyers, and the respective rights, remedies, defenses, powers, duties, and obligations of the Debtor and the Landlord arising under, or in connection with, the Lease and Premises are hereby preserved. ~~For the avoidance of doubt,~~ The Debtor shall retain all rights afforded to it under the Bankruptcy Code to assume, assume and assign, or reject the Lease and/or any subleases related thereto notwithstanding entry of this Sale Order.

46. **Landlord Indemnity; Insurance**. Heritage shall pay for any and all loss and damage to any portion of the property located at One Tower Place, South San Francisco, California 94080 (the "Property"), and all improvements thereon, and any injury to and/or death of any persons whatsoever, solely to the extent arising wholly or in part from the access to and activities upon the Property by Heritage and/or Heritage's employees, agents, vendors or contractors (collectively, "Heritage's Agents"), and shall keep the Property free and clear of all mechanics' and materialmen's liens and claims for labor and/or materials arising out of any activity upon the Property by Heritage or Heritage's Agents. Heritage shall defend, indemnify and hold the Landlord, and its members, managers, partners, agents, officers, directors, employees and affiliates free and harmless against all claims, liens, losses, damages, injuries or death, and against all consequent costs and expenses (including, without limitation, attorneys' fees and expenses and all costs of enforcement of this indemnity) of whatever kind or nature, to the extent arising in whole or in part from any activity upon the Property by Heritage or Heritage's Agents; *provided*, that the foregoing shall not apply to (i) the mere discovery (as opposed to the

exacerbation by Heritage or Heritage's Agents) of any pre-existing condition at the Property or (ii) ordinary wear and tear occasioned during the reasonable removal of the Heritage Purchased Assets in accordance with industry standards.

47. In addition, prior to entering the Property, Heritage shall provide the Landlord with evidence of insurance in form, substance and amount as may be reasonably required by the Landlord in connection with Heritage's entry into, and removal from, the Property of the Heritage Purchased Assets, and Heritage shall maintain such insurance at its own cost until such time as Heritage no longer has access to the Property for such purpose. The Debtor shall comply with the applicable provisions of the Lease, applicable laws and regulations, and shall obtain all required permits and approvals, in connection with the removal and disposal of any hazardous materials related to the removal of the Heritage Purchased Assets from the Property. For the avoidance of doubt, the Heritage Purchased Assets do not include any of the Included Furniture or Optional Furniture referenced and defined in Section 18 of the Debtor's sublease to Sana Biotechnology, Inc. dated October 25, 2018, and the Debtor is not selling or transferring the same to Heritage pursuant to the Heritage Sale Agreement or this Sale Order.

48. ~~44.~~ **Rejection of Hovione Agreement; Release of Hovione Claims**. As agreed between the Debtor and Hovione Limited ("Hovione"), upon the effectiveness of a new supply agreement (which effectiveness shall occur no later than the Closing of the Sale to Cipla) between Hovione and Cipla reflecting the terms agreed to between Hovione and Cipla at the Auction and otherwise reflecting the terms agreed to by Hovione and Cipla (the "New Hovione Agreement"), the Validation and Manufacturing ~~Sale~~ Agreement, dated March 6, 2017, between the Debtor and Hovione, and all Work Plans (as defined therein), and all other agreements, instruments, or documents entered into or delivered in connection therewith, as any of the

foregoing may have been amended, modified, or supplemented (the "Existing Hovione Agreement") ~~is hereby~~shall automatically be rejected by the Debtor pursuant to section 365 of the Bankruptcy Code. As further agreed between the Debtor and Hovione, upon the effectiveness of the New Hovione Agreement, (i) Hovione, its affiliates and subsidiaries, and all of their respective current and former officers, directors, principals, employees, members, managers, advisors, attorneys, financial advisors, investment bankers, or agents (collectively, the "Hovione Parties"), by way of this Sale Order, unconditionally release ~~and waive~~ the Debtor, its estate, affiliates and subsidiaries, and all of their respective current and former officers, directors, principals, employees, members, managers, advisors, attorneys, financial advisors, investment bankers, ~~or~~and agents~~,~~ (collectively, the "Debtor Parties") and (ii) the Debtor Parties, by way of this Sale Order, unconditionally release the Hovione Parties, in each case from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever in connection with, or in any way relating to, the Debtor, the business or the Debtor's conduct thereof, or the Chapter 11 Case, including, without limitation, arising from or in connection with the Existing Hovione Agreement ~~and~~, the rejection by the Debtor of the Existing Hovione Agreement, the New Hovione Agreement, and any claims arising or which may otherwise be asserted under chapter 5 of the Bankruptcy Code, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, whether for tort, contract, violation of federal or state securities law or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the date of entry of this Sale Order. Notwithstanding anything else herein to the contrary, if the New Hovione Agreement has not become effective as of the Closing of the Sale to Cipla under the Cipla Plazomicin Sale

Agreement, Hovione's rights to assert Claims against the Debtor with respect to the rejection of the Existing Hovione Agreement are and shall be fully preserved. Any Product (as defined in the Existing Hovione Agreement) that is stored in a Hovione warehouse as of the date of this Sale Order is not property of the Debtor's estate, nor is it a Purchased Asset under the Cipla Sale Agreements.

49. ~~45.~~ **Cardinal Health**. Notwithstanding ~~the foregoing, or~~ any other provision of this Sale Order, the Sale Agreements, or any order confirming a plan or dismissing this Case to the contrary, (~~a~~i) the *Final Order Pursuant to 11 U.S.C. §§ 105(a), 363, 1107, and 1108 and Fed. R. Bankr. P. 6003 and 6004 Authorizing Debtor to (I) Honor Certain Prepetition Obligations to Customers and to Continue Customer Programs and (II) Pay Medicaid, Medicare and Other Obligations* [D.I. 144] shall remain in full force and effect in all respects; (~~b~~ii) the transfer of the Purchased Assets to each of the Buyers, as applicable shall not be free and clear of, and shall not impair in any respect, any setoff or recoupment rights or other affirmative defenses to payment held by Cardinal Health 108 LLC ("Cardinal Health"), as an obligor of the Debtor's accounts receivables, pursuant to the terms of the contracts giving rise to such accounts receivable and applicable law, whether or not such contracts are being assumed and assigned by the Debtor to any of the Buyers, including, without limitation, all return, refund, rebate, chargeback, and credit rights under such contracts; and (~~c~~iii) and the rights of the Debtor to assert all available defenses thereto, including, without limitation, that any or all such rights are barred under applicable law, are hereby preserved.

50. ~~46.~~ **No Waiver of Rights Under the DIP Loan Documents and Prepetition Loan Documents.** Nothing in this Sale Order shall be deemed to waive, release, extinguish, or estop the Debtor, its estate or its creditors from asserting, or impairing or diminishing such rights

to assert, any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset or other assets of the Debtor remaining after the completion of the Closings. All proceeds from the consummation of the ~~Sale~~Sales shall be treated in accordance with the provisions of the DIP Credit Agreement and the ~~final DIP order entered by this Court on [__], 2019 [D.I. __] (the "~~Final DIP Order~~~~applicable order of the Bankruptcy Court approving the Debtor's post-petition financing (collectively, the "DIP Order"), including, but not limited to, the provisions in the ~~Final~~ DIP Order governing the use of Cash Collateral (as defined therein); *provided*, notwithstanding anything to the contrary contained in this Sale Order or in any of the Sale Documents, from and after the closing of each Sale, the Debtor is hereby authorized and directed to hold all cash proceeds of the Sales in a segregated account and, pending further order of the Bankruptcy Court, such proceeds shall not be used for any purpose, other than for payment of obligations arising under the key employee retention plan that was approved by the Bankruptcy Court. Nothing ~~in~~ this Sale Order shall (~~a~~i) be deemed a waiver of the rights and remedies of the DIP Lender under the DIP Credit Agreement, any documents relating thereto, or the ~~Final~~ DIP Order; (~~b~~ii) affect in any way the validity, perfection, priority or enforcement of the liens and claims granted to the DIP Lender under or pursuant to the DIP Credit Agreement and ~~Final~~ DIP Order; (~~c~~iii) affect or limit in any way the validity, perfection, priority or enforcement of the Prepetition Loan Liens, the Prepetition Loan Obligations, the Prepetition Loan Collateral (each as defined in the ~~Final~~ DIP Order), or the Adequate Protection Liens, Adequate Protection Obligations, Adequate Protection Claims, (each as defined in the ~~Final~~ DIP Order) or any other rights and protections granted to the Prepetition Lender under the Prepetition Loan ~~Sale~~ Agreement (as defined in the ~~Final~~ DIP Order) and the ~~Final~~ DIP Order; or (~~d~~iv) affect in any way the validity or priority of the KEIP/KERP Plan Amount (as defined in the ~~Final~~ DIP Order), all of

which shall attach to the proceeds of the ~~Sale~~Sales. For the avoidance of doubt, nothing herein shall affect the Creditors' Committee's rights to commence a Challenge or other rights as set forth in the ~~Final~~ DIP Order. Notwithstanding anything to the contrary in the Bidding Procedures, Bidding Procedures Order, DIP Loan Agreement, or DIP Order, the date by which the Sales approved pursuant to this Sale Order must be closed is fifteen (15) days after the date of entry of this Sale Order, and the date by which the license to Qilu of the Licensed Assets must close shall be set forth in the Qilu License Agreement and/or an order of this Court approving the Qilu License Agreement.

51. **Back-Up Bids**. At the Auction, the Debtor designated (i) Altamont Pharma Fund II, LLC as the Back-up Bidder for the assets that are subject to the Cipla Plazomicin Sale Agreement, (ii) Vipragen Biosciences Private Limited as the Back-up Bidder for the assets that are subject to the Cipla C-Scape Sale Agreement, (iii) American Laboratory Trading Inc. as the Back-up Bidder for the assets that are subject to the Heritage Sale Agreement, and (iv) Cipla as the Back-up Bidder for the Licensed Assets that are subject to the Qilu License Agreement. The Back-up Bids of the foregoing Back-up Bidders shall remain open and irrevocable as set forth in the Bidding Procedures and Bidding Procedures Order, and, in the event that a Successful Bidder shall fail to close for whatever reason on the Purchased Assets that are the subject of its respective Sale Agreement, the Debtor and the applicable Back-up Bidder shall close on the sale of such assets, subject to final negotiations on such Back-up Bidder's bid and executing a sale agreement with such Back-up Bidder, within the time period set forth in the Bidding Procedures and Bidding Procedures Order.

52. **Good Faith Deposits**. The Good Faith Deposits shall be returned to each Qualified Bidder as set forth in the Bidding Procedures, *provided* that, notwithstanding anything

to the contrary in the Bidding Procedures or Bidding Procedures Order, the good faith deposit of a Successful Bidder or Back-up Bidder shall be retained by the Debtor in the event that such bidder, in the reasonable discretion of the Debtor, and after five (5) business days' written notice to such bidder, shall fail to proceed with, or consummate, its bid, including, without limitation, by failing to negotiate in good faith with the Debtor, failing to execute its asset purchase agreement, or failing to close on the sale which is the subject of its bid.

53. **Certain Chapter 5 Actions and Claims**. Notwithstanding anything in the Cipla Plazomicin Sale Agreement to the contrary, including, without limitation, Schedule 2.1(i) thereto, upon the Closing Date under the Cipla Plazomicin Sale Agreement, Cipla shall receive only those Chapter 5 Actions and Claims that are related to the Purchased Assets under the Cipla Plazomicin Sale Agreement and the Debtor's Professionals retained in the Chapter 11 Case; *provided*, the Purchased Assets shall not include any Chapter 5 Actions and Claims against any of the Releasees (as defined in the applicable order of the Bankruptcy Court authorizing the Debtor to incur post-petition debtor-in-possession financing) or Hovione (provided the New Hovione Agreement is effective); *provide, further*, that (i) except for those claims and/or causes of action against contract counterparties whose contracts are assumed by Cipla, no claims and/or causes of actions under chapter 5 of the Bankruptcy Code are being purchased by, or transferred to, any Buyer, (ii) no claims and/or causes of action against the Debtor's current and/or former directors or officers, whether under the Bankruptcy Code, state or federal law, or otherwise, are being purchased by, or transferred to, any Buyer and (iii) no claims and/or causes of action against the Debtors' directors, officers and/or employees related to any pre-Petition bonus payments are being purchased by, or transferred to, any buyer and all such claims and causes of action in clauses (i)

through (iii) herein are preserved for the benefit of the estate and, if applicable, any liquidating trustee that shall be appointed in this case.

54. ~~47.~~ **Binding Order**. This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtor, the Buyers, the Back-up Bidders, and their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtor's estate or any trustee appointed in a chapter 7 case if this case is converted from chapter 11, all creditors of ~~any~~the Debtor (whether known or unknown), all non-Debtor parties to any ~~Transferred~~Assumed Contracts, all Governmental Authorities, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets. The Sale Agreements and the ~~Sale~~Sales shall not be subject to rejection or avoidance under any circumstances. This Sale Order and the Sale Agreements shall inure to the benefit of the Debtor, its estates, its creditors, ~~each of~~ the respective Buyers and their respective successors and assigns.

55. ~~48.~~ **No Stay of Order**. The provisions of Bankruptcy Rules 6004 and 6006, and to the extent applicable under Bankruptcy Rules, Rules 54(b) and 62(a) of the Federal Rules of Civil Procedure, staying the effectiveness of this Sale Order for fourteen (14) days are hereby waived, and this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Any party ~~objecting to~~desiring to appeal this Sale Order must exercise due diligence in filing an appeal, pursuing a stay and obtaining a stay prior to the applicable Closing, or risk its appeal being foreclosed as moot.

56. ~~49.~~ **Lift of Automatic Stay**. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtor to the extent necessary, without further order of the Bankruptcy Court, to allow the Buyers to deliver any notice provided for in the Sale Agreements and allow the Buyers to take any and all actions permitted under the Sale Agreements, as applicable.

57. ~~50.~~ **Retention of Jurisdiction**. The Bankruptcy Court shall retain exclusive jurisdiction to (~~a~~i) interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order, and the Sale Agreements, including all amendments thereto and any waivers and consents thereunder and each of the ~~Sale~~ agreements executed in connection therewith, in all respects, (~~b~~ii) decide any disputes concerning this Sale Order, the Sale Agreements or the rights and duties of the parties hereunder or thereunder or any issues relating to the Sale Agreements and this Sale Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets and any ~~Transferred~~Assumed Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, and (~~c~~iii) enforce the injunctions set forth herein.

58. ~~51.~~ **Subsequent Plan Provisions**. Unless otherwise provided herein, nothing contained in any chapter 11 plan confirmed in the Debtor's case or any order confirming any such plan or any other order in the Debtor's case (including any order entered after any conversion of this case into a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Sale Agreements or this Sale Order and, to the extent of any such conflict, subject to paragraph 58, the terms of this Sale Order and the Sale Agreements shall control.

59. ~~52.~~ **Further Assurances**. From time to time, as and when requested by the other, the Debtor and each Buyer, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale with respect to such Buyer, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in such Buyer its right, title and interest in and to the Purchased Assets and the ~~Transferred~~Assumed Contracts, as applicable, subject to the provisions of the applicable Sale Agreement.

60. ~~53.~~ **Provisions Related to Governmental Authorities**. Notwithstanding any provision to the contrary in the Sale Motion, this Sale Order, and any implementing Sale documents~~,~~ (collectively, the "Documents") nothing shall: (~~1~~i) authorize the assumption, sale, assignment or other transfer to the Buyers of any agreements, grants, grant funds, licenses, permits, authorizations, contracts, leases, ~~Sale~~ agreements, including, but not limited to, the ~~Sale~~ agreements with the federal government listed on the *Notice of Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases* [D.I. 194], or other interests of the federal government (collectively, "Federal Interests"), without compliance by the Debtor and/or the applicable Buyer with all terms of the Federal Interests and with all applicable non-bankruptcy law; (~~2~~ii) be interpreted to set cure amounts or require the government to novate, approve or otherwise consent to the assumption, sale, assignment or other transfer of any Federal Interests; (~~3~~iii) affect the government's rights to offset or recoup any amounts due under, or relating to, the Federal Interests or the rights of the Debtor to assert all available defenses thereto, including, without limitation, that any or all such rights are barred under applicable law, are hereby preserved; or (~~4~~iv) confer exclusive jurisdiction to the Bankruptcy Court with respect to the

Federal Interests, except to the extent set forth in 28 U.S.C. Section 1334 (as limited by any other provisions of the United States Code). In addition, nothing in ~~this Sale Order or the Sale Agreements~~the Documents (i) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order~~. Nothing in this Sale Order~~ or (ii) divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

61. ~~54.~~ **Governing Terms**. Unless otherwise provided herein, to the extent this Sale Order is inconsistent with the Bidding Procedures Order or any other prior order or pleading in this Chapter 11 Case, or the terms of any of the Sale Agreements (including all ancillary documents executed in connection with such Sale Agreements), this Sale Order shall govern.

62. ~~55.~~ **Headings**. The headings in this Sale Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the Sale Order.

Wilmington, Delaware

Dated: ~~_____~~ June__, 2019

THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

~~**Exhibit A**~~

~~**Transferred Contracts and Cure Schedule**~~

Summary report: **Litéra® Change-Pro 10.1.0.200 Document comparison done on 6/22/2019 12:56:05 AM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: 1. Achaogen - Sale Order (HL 6-10)(as filed).docx	
Modified filename: 3. Achaogen - Sale Order HL (for filing 6_22).docx	
Changes:	
Add	522
~~Delete~~	469
~~Move From~~	14
Move To	14
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1019

EXHIBIT C

LOCAL RULE 6004-1 CHART

Local Rule 6004-1(b)(iv) Required Disclosures

Local Rule 6004-1 Required Disclosure	Summary of Material Provision
Sale to Insider L.R. 6004-1(b)(iv)(A)	N/A
Agreements with Management L.R. 6004-1(b)(iv)(B)	N/A
Releases L.R. 6004-1(b)(iv)(C) Proposed Order, ¶ 48, 53	**Proposed Order, ¶ 48**: As agreed between the Debtor and Hovione Limited ("Hovione"), upon the effectiveness of a new supply agreement (which effectiveness shall occur no later than the Closing of the Sale to Cipla) between Hovione and Cipla reflecting the terms agreed to between Hovione and Cipla at the Auction and otherwise reflecting the terms agreed to by Hovione and Cipla (the "New Hovione Agreement"), the Validation and Manufacturing Agreement, dated March 6, 2017, between the Debtor and Hovione, and all Work Plans (as defined therein), and all other agreements, instruments, or documents entered into or delivered in connection therewith, as any of the foregoing may have been amended, modified, or supplemented (the "Existing Hovione Agreement") shall automatically be rejected by the Debtor pursuant to section 365 of the Bankruptcy Code. As further agreed between the Debtor and Hovione, upon the effectiveness of the New Hovione Agreement, (i) Hovione, its affiliates and subsidiaries, and all of their respective current and former officers, directors, principals, employees, members, managers, advisors, attorneys, financial advisors, investment bankers, or agents (collectively, the "Hovione Parties"), by way of this Sale Order, unconditionally release the Debtor, its estate, affiliates and subsidiaries, and all of their respective current and former officers, directors, principals, employees, members, managers, advisors, attorneys, financial advisors, investment bankers, and agents (collectively, the "Debtor Parties") and (ii) the Debtor Parties, by way of this Sale Order, unconditionally release the Hovione Parties, in each case from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever in connection with, or in any way relating to, the Debtor, the business or the Debtor's conduct thereof, or the Chapter 11 Case, including, without limitation, arising from or in connection with the Existing Hovione Agreement, the rejection by the Debtor of the Existing Hovione Agreement, the New Hovione Agreement, and any claims arising or which may otherwise be asserted under chapter 5 of the Bankruptcy Code, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, whether for tort, contract, violation of federal or state securities law or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the date of entry of this Sale Order. Notwithstanding anything else herein to the contrary, if the New Hovione Agreement has not become effective as of the Closing of the Sale to Cipla under the Cipla Plazomicin Sale Agreement, Hovione's rights to assert Claims against the Debtor with respect to the rejection of the Existing Hovione Agreement are and shall be fully preserved. Any Product (as defined in the Existing Hovione Agreement) that is stored in a Hovione warehouse as of the date of

Local Rule 6004-1(b)(iv) Required Disclosures

	this Sale Order is not property of the Debtor's estate, nor is it a Purchased Asset under the Cipla Sale Agreements. **Proposed Order, ¶ 53**: Notwithstanding anything in the Cipla Plazomicin Sale Agreement to the contrary, including, without limitation, Schedule 2.1(i) thereto, upon the Closing Date under the Cipla Plazomicin Sale Agreement, Cipla shall receive only those Chapter 5 Actions and Claims that are related to the Purchased Assets under the Cipla Plazomicin Sale Agreement and the Debtor's Professionals retained in the Chapter 11 Case; *provided*, the Purchased Assets shall not include any Chapter 5 Actions and Claims against any of the Releasees (as defined in the applicable order of the Bankruptcy Court authorizing the Debtor to incur post-petition debtor-in-possession financing) or Hovione (provided the New Hovione Agreement is effective); *provided, further*, that (i) except for those claims and/or causes of action against contract counterparties whose contracts are assumed by Cipla, no claims and/or causes of actions under chapter 5 of the Bankruptcy Code are being purchased by, or transferred to, any Buyer, (ii) no claims and/or causes of action against the Debtor's current and/or former directors or officers, whether under the Bankruptcy Code, state or federal law, or otherwise, are being purchased by, or transferred to, any Buyer and (iii) no claims and/or causes of action against the Debtors' directors, officers and/or employees related to any pre-Petition bonus payments are being purchased by, or transferred to, any buyer and all such claims and causes of action in clauses (i) through (iii) herein are preserved for the benefit of the estate and, if applicable, any liquidating trustee that shall be appointed in this case.
Private Sale/No Competitive Bidding L.R. 6004-1(b)(iv)(D) Proposed Order, ¶ N, O, P	The Debtor conducted two auctions.
Closing and Other Deadlines L.R. 6004-1(b)(iv)(E) Plazomicin APA ¶ 2.8 C-Scape APA ¶ 2.4 Equipment APA ¶ 2.4 Tie 2 APA ¶ 2.5	The Sales must be closed in accordance with the dates listed below: 1. Plazo APA: June 28, 2019 2. C-Scape APA: June 28, 2019 3. Equipment APA: June 26, 2019 4. Tie2 APA: June 26, 2019
Good Faith Deposit L.R. 6004-1(b)(iv)(F) Proposed Order ¶ 52 Plazomicin APA ¶ 2.6 C-Scape APA ¶ 2.3 Equipment APA ¶ 2.3 Tie 2 APA ¶ 2.3	The Purchasers have all provided good faith cash deposits as set forth in each applicable Sale Agreement. **Proposed Order ¶ 52**: The Good Faith Deposits shall be returned to each Qualified Bidder as set forth in the Bidding Procedures, *provided* that, notwithstanding anything to the contrary in the Bidding Procedures or Bidding Procedures Order, the good faith deposit of a Successful Bidder or Back-Up Bidder shall be retained by the Debtor in the event that such bidder, in the reasonable discretion of the Debtor, and after five (5) business days' written notice to such bidder, shall fail to proceed with, or consummate, its bid, including, without limitation, by failing to negotiate in good

Local Rule 6004-1(b)(iv) Required Disclosures

	faith with the Debtor, failing to execute its asset purchase agreement, or failing to close on the sale which is the subject of its bid.
Interim Arrangements with Proposed Buyer L.R. 6004-1(b)(iv)(G)	N/A
Use of Proceeds L.R. 6004-1(b)(iv)(H) Proposed Order ¶ 50	**Proposed Order ¶ 50**: Nothing in this Sale Order shall be deemed to waive, release, extinguish, or estop the Debtor, its estate or its creditors from asserting, or impairing or diminishing such rights to assert, any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset or other assets of the Debtor remaining after the completion of the Closings. All proceeds from the consummation of the Sales shall be treated in accordance with the provisions of the DIP Credit Agreement and the applicable order of the Bankruptcy Court approving the Debtor's post-petition financing (collectively, the "DIP Order"), including, but not limited to, the provisions in the DIP Order governing the use of Cash Collateral (as defined therein); provided, notwithstanding anything to the contrary contained in this Sale Order or in any of the Sale Documents, from and after the closing of each Sale, the Debtor is hereby authorized and directed to hold all cash proceeds of the Sales in a segregated account and, pending further order of the Bankruptcy Court, such proceeds shall not be used for any purpose, other than for payment of obligations arising under the key employee retention plan that was approved by the Bankruptcy Court. Nothing this Sale Order shall (i) be deemed a waiver of the rights and remedies of the DIP Lender under the DIP Credit Agreement, any documents relating thereto, or the DIP Order; (ii) affect in any way the validity, perfection, priority or enforcement of the liens and claims granted to the DIP Lender under or pursuant to the DIP Credit Agreement and DIP Order; (iii) affect or limit in any way the validity, perfection, priority or enforcement of the Prepetition Loan Liens, the Prepetition Loan Obligations, the Prepetition Loan Collateral (each as defined in the DIP Order), or the Adequate Protection Liens, Adequate Protection Obligations, Adequate Protection Claims, (each as defined in the DIP Order) or any other rights and protections granted to the Prepetition Lender under the Prepetition Loan Agreement (as defined in the DIP Order) and the DIP Order; or (iv) affect in any way the validity or priority of the KEIP/KERP Plan Amount (as defined in the DIP Order), all of which shall attach to the proceeds of the Sales. For the avoidance of doubt, nothing herein shall affect the Creditors' Committee's rights to commence a Challenge or other rights as set forth in the DIP Order. Notwithstanding anything to the contrary in the Bidding Procedures, Bidding Procedures Order, DIP Loan Agreement, or DIP Order, the date by which the Sales approved pursuant to this Sale Order must be closed is fifteen (15) days after the date of entry of this Sale Order, and the date by which the license to Qilu of the Licensed Assets must close shall be set forth in the Qilu License Agreement and/or an order of this Court approving the Qilu License Agreement.
Tax Exemption L.R. 6004-1(b)(iv)(I)	N/A

Local Rule 6004-1(b)(iv) Required Disclosures

Record Retention Plazomicin APA ¶ 10.15 Tie 2 APA ¶ 10.15	**Plazomicin APA ¶ 10.15**: For a period equal to the lesser of: (i) eighteen (18) months after the Closing Date; and (ii) the closing of the Chapter 11 Case by the Bankruptcy Court (the "Post-Closing Access and Cooperation Period"), the Purchaser shall preserve and retain all books and records in its possession that are Purchased Assets (including any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations) relating to the Purchased Assets prior to the Closing Date. During the Post-Closing Access and Cooperation Period, subject to existing confidentiality agreements and upon reasonable advance notice from the Seller (or its designee or successor), the Purchaser shall provide reasonable cooperation to the Seller and its representatives (or its designee or successors, which may include the trustee of a liquidating trust) for the purpose of winding-up its affairs and finalizing the administration of the Chapter 11 Case, including its books and records with respect to the Purchased Assets prior to the Closing Date, at the sole cost of the Seller. During the Post-Closing Access and Cooperation Period, the Purchaser shall cooperate with, and shall permit and use its reasonable commercial efforts to cause, its personnel to cooperate with the Seller (or, its designee or successors) after the Closing and upon receipt of prior written notice, in furnishing information, testimony and other assistance with respect to the Purchased Assets for periods prior to the Closing Date as reasonably required in connection with any action or proceeding relating to the Chapter 11 Case; provided, that such access does not unreasonably interfere with the Purchaser's business or operations. **Tie 2 APA ¶ 10.15**: This provision is substantively similar to Plazomicin APA ¶ 10.15.
Sale of Avoidance Actions L.R. 6004-1(b)(iv)(K) Proposed Order ¶ 53	**Proposed Order ¶ 53**: As referenced above, which governs over the provisions in the Plazomicin APA.
Requested Findings as to Successor Liability L.R. 6004-1(b)(iv)(L) Proposed Order, ¶ AA, 22	**Proposed Order, ¶ AA**: The transactions contemplated under the Sale Agreements do not amount to a consolidation, merger, or de facto merger of any of the Buyers with the Debtor and/or the Debtor's estate, there is not substantial continuity between the Debtor and the Buyers, there is no common identity between the Debtor and any of the Buyers, there is no continuity of enterprise between the Debtor and any of the Buyers, none of the Buyers is a mere continuation of the Debtor or its estate, and none of the Buyers constitutes a successor to the Debtor or its estate in any way. The Buyers would not have individually acquired their respective Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" or similar theories. **Proposed Order, ¶ 22**: Each Buyer and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) are not and shall not be (i) deemed a "successor" in any respect to the Debtor or its estate as a result of the

Local Rule 6004-1(b)(iv) Required Disclosures

	consummation of the Sale contemplated by its respective Sale Agreement or any other event occurring in the Chapter 11 Case under any theory of law or equity (other than with respect to Assumed Liabilities assumed by Cipla pursuant to the Cipla Sale Agreements), (ii) deemed to have, de facto or otherwise, merged, or consolidated with or into the Debtor or its estate, (iii) deemed to have a common identity with the Debtor, (iv) deemed to have a continuity of enterprise with the Debtor, or (v) deemed to be a continuation or substantial continuation of the Debtor or any enterprise of the Debtor. Except for the Assumed Liabilities, as applicable, or as otherwise expressly provided in this Sale Order and/or a Sale Agreement of a Buyer, the transfer of the Purchased Assets and the Assumed Contracts, as applicable, to such Buyer under its respective Sale Agreement shall not result in such Buyer or its affiliates, predecessors, successors, assigns, members, partners, directors, officers, or principals and shareholders (or equivalent) (i) having any liability or responsibility for any claim against the Debtor or against an insider of the Debtor (including, without limitation, for any Excluded Liabilities, as applicable), (ii) having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Lien or Excluded Liability, as applicable, or (iii) having any liability or responsibility to the Debtor except as is expressly set forth in its respective Sale Agreement or this Sale Order. Such Buyer shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation described in the foregoing sentence (other than with respect to Assumed Liabilities, as applicable), and the Sale Motion shall be deemed to have provided sufficient notice as to the Sale and assignment of the applicable Purchased Assets free and clear of all such liabilities and obligations in accordance with Local Rule 6004-1.
Sale Free and Clear L.R. 6004-1(b)(iv)(M) Proposed Order, ¶ Y, 13	**Proposed Order, ¶ Y**: None of the Buyers would have entered into the Sale Agreements to acquire the Purchased Assets, and each would exercise its right to terminate its respective Sale Agreement, if the sale of the Purchased Assets were to be transferred to it other than free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable), or if any of the Buyers would, or in the future could, be liable for any such Liens, Claims or Excluded Liabilities (other than the Assumed Liabilities, as applicable). A sale of the Purchased Assets other than one free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable) would adversely impact the Debtor's estate, and would yield substantially less value for the Debtor's estate, with less certainty than the Sales. Therefore, the Sales contemplated in the Sale Agreements are in the best interests of the Debtor, its estate, its creditors, and all other parties in interest. **Proposed Order, ¶ 13**: Except to the extent specifically provided in the Sale Agreements or this Sale Order, upon the occurrence of a Closing under a particular Sale Agreement, the Debtor shall be, and hereby is, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell, assign, convey, and transfer the Purchased Assets under such Sale Agreement to the applicable Buyer and assign the Assumed Contracts to Cipla, as applicable. Except, and solely, to the extent

Local Rule 6004-1(b)(iv) Required Disclosures

	specifically provided in the Sale Agreements or this Sale Order, the sale and assignment of the Purchased Assets and the assignment of the Assumed Contracts, as applicable, to each Buyer pursuant to its respective Sale Agreements vests each such Buyer with all right, title and interest of the Debtor in and to its respective Purchased Assets, free and clear of any and all Liens, Claims, Excluded Liabilities, as applicable, and other liabilities of any kind or nature whatsoever (except for Assumed Liabilities, as applicable), whether known or unknown as of the applicable Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise, with all such Liens, Claims and Excluded Liabilities, as applicable, to attach only to the proceeds of the sale and assignment of such Purchased Assets with the same priority, validity, force, and effect as they now have in or against such Purchased Assets; provided, that the Debtor will cause the proceeds of all Sales to be remitted pursuant to paragraph 50 of this Sale Order. The Sale Motion shall be deemed to have provided sufficient notice as to the sale and assignment of the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities in accordance with Local Rule 6004-1. Following a Closing, no holder of any Lien or Claim on any of the Purchased Assets subject to such Closing may interfere with the applicable Buyer's enjoyment of the Purchased Assets, as applicable, based on or related to such Lien or Claim, or any actions that the Debtor may take or fail to take in its Chapter 11 Case and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of such Sale.
Credit Bid L.R. 6004-1(b)(iv)(N)	N/A
Relief from Bankruptcy Rule 6004(h) L.R. 6004-1(b)(iv)(O) Proposed Order, ¶ C Sale Motion ¶ 78, 79	The Proposed Order provides for a waiver of Bankruptcy Rule 6004(h).