Fill in this information to identify the case:

Debtor Achaogen, Inc.

United States Bankruptcy Court for the District of Delaware

Case number 19-10844

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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

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

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. **Who is the current creditor?**

DAVID CLARKE
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☒ No
☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

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Where should notices to the creditor be sent?

David Clarke
Name
262 Andover Street
Number Street
San Francisco California 94110
City State ZIP Code
United States of America
Country
Contact phone 415-269-0707
Contact email dclarke1023@outlook.com

Where should payments to the creditor be sent? (if different)

Name
Number Street
City State ZIP Code
Country
Contact phone
Contact email

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

4. **Does this claim amend one already filed?**

☒ No
☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☒ No
☐ Yes. Who made the earlier filing?

1910844190717000000000002

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

6. **Do you have any number you use to identify the debtor?**
   - [X] No
   - [ ] Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 72,442.50 . **Does this amount include interest or other charges?**
   - [X] No
   - [ ] Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.

   Total Claim $72,442.50
   ~~9 months per severance agreement (9months x$7553.34=$67980.06)~~
   Pre-petition PTO = $4.462.44

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

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

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

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

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

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

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

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

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

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

☒ No

☐ Yes. *Check all that apply:* **Amount entitled to priority**

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

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

13. **Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?**

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

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

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

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

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

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

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

Executed on date 07/08/2019
MM / DD / YYYY

D. C Clarke.
Signature

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

Name: David (First name) Les (Middle name) Clarke (Last name)

Title: former Assocaite Director Clinical Operations

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

Address: 262 (Number) Andover Street (Street)
San Francisco (City) CA (State) 94110 (ZIP Code) USA (Country)

Contact phone: 415-269-0707 Email: dclarke1023@outlook.com

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Certificate Of Completion

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1 Tower Place
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South San Franciso, CA 94080
msamperio@achaogen.com
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David Clarke dclarke@achaogen.com Achaogen Inc Security Level: Email, Account Authentication (None)	DocuSigned by: David Clarke 8F0BCF40F897416...	Sent: 12/10/2018 12:08:30 PM Viewed: 12/10/2018 12:39:07 PM Signed: 12/10/2018 12:40:01 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Melody Wynschenk manderson@achaogen.com Sr. HR Manager Achaogen Inc. Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/10/2018 12:08:30 PM Viewed: 12/10/2018 12:41:51 PM

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Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2018 12:08:31 PM
Certified Delivered	Security Checked	12/10/2018 12:39:08 PM
Signing Complete	Security Checked	12/10/2018 12:40:01 PM
Completed	Security Checked	12/10/2018 12:40:01 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Achaogen Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Achaogen Inc.:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: tmusy-verdel@achaogen.com

To advise Achaogen Inc. of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tmusy-verdel@achaogen.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to tmusy-verdel@achaogen.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Achaogen Inc.
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to tmusy-verdel@achaogen.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Achaogen Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Achaogen Inc. during the course of my relationship with you.

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

December 10, 2018

David Clarke

dclarke@achaogen.com

RE: Achaogen, Inc. Severance Plan

Dear David Clarke:

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

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

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

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

DocuSigned by:
By: David Clarke
8F0BCF40F897416...
Name: David Clarke

Date: 10-Dec-2018

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

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

Exhibit A

EMPLOYEE SEVERANCE PLAN

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ACHAOGEN

EMPLOYEE SEVERANCE PLAN
ACHAOGEN, INC.

PLAN DOCUMENT & SUMMARY PLAN DESCRIPTION

Effective December 10, 2018

I. INTRODUCTION

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

II. EFFECTIVE DATE

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

III. PARTICIPATION

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

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

B. You experience a Covered Termination.

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

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

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

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

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

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

IV. DEFINITIONS

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

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

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

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

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

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

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

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

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

determined in accordance with Section V(A).

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

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

V. SEVERANCE BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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VI. CONDITIONS AND LEGAL ISSUES

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

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

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

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

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

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

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

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

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

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

VII. CLAIMS AND APPEALS PROCEDURE

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

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

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

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

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

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

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

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

IX. PLAN INFORMATION

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

Plan Name: Achaogen, Inc. Employee Severance Plan

Plan Number: 502

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

Plan Sponsor: Achaogen, Inc.

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

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

Employer Identification Number: 680533693

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

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

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

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

X. STATEMENT OF ERISA RIGHTS

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

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

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

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

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

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

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

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

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

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XI. EXECUTION

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

By: 

Blake Wise, Chief Executive Officer

For: ACHAOGEN, INC.

David Clarke

From: Newton Lih
Sent: Wednesday, June 26, 2019 2:53 PM
To: David Clarke
Subject: PTO Payout Support

Unanet Organizations Project People Time Admin **Reports**

← Back to Criteria Refresh Report

People Accrual Summary

Date Range: 1/1/2019 - 4/15/2019
Initial Balance calculated as of: 12/31/2018
Accrued Hours through Accrual Periods overlapping Date Range
Cost Rate as of Date Range End Date
Including Projected Accruals
Including Pending Adjustments

Person Organization: Achaogen-4500 Clinical Operation

Accrual Plan: Full-Time PTO Plan 2013+ (Semi-Monthly)

PERSON	COST RATE	BUS WEEK HOURS	HIRE DATE	INITIAL BALANCE	PERIOD HOURS ACCRUED	PERIOD HOURS TOTAL BALANCE	PERIOD HOURS USED	PERIOD HOURS AVAILABLE	TOTAL LIABILITY
Clarke, David	$87.15	40	5/12/2015	195.66	51.31	246.97	16.00	230.97	$20,129.04
Totals for Full-Time PTO Plan 2013+ (Semi-Monthly):				**195.66**	**51.31**	**246.97**	**16.00**	**230.97**	**$20,129.04**
Totals for Achaogen-4500 Clinical Operation:				**195.66**	**51.31**	**246.97**	**16.00**	**230.97**	**$20,129.04**
Grand Totals:				**195.66**	**51.31**	**246.97**	**16.00**	**230.97**	**$20,129.04**

Used Hours = Hours taken by the user
Accrued Hours = Hours from all transactions posted by the Administrator, including Accrued, Adjusted, and Transferred hours
Initial Balance = Accrual plan balance on the day prior to the report's date range, but not before the plan's starting date.

Please see the following calculation for your Pre-Petition PTO Amount

Your total Pre-Petition PTO as of 4/15/2019 was	$20,129.04
Between 4/16-6/30 You used an additional (Hours):	24
At your current cost rate of	$87.15
Means a reduction of	$2,091.60
Your Pre Petition PTO as of 6/30/2019 was	$18,037.44
As of 6/30/2019, You received, related to Employee Reimbursement:	$75.00
Per regulations, you are allowed a maximum cash payout related to Pre-petition amounts:	$13,650.00
As such, you received a payout on 6/28/2019 related to your Pre-Petition PTO of:	$13,575.00
This is your remaining amount of Unpaid Pre-Petition PTO:	$4,462.44

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Newton Lih
Sr. Accountant
Achaogen, Inc. | www.achaogen.com
m: +1(650)440-5856 | NLih@achaogen.com

CO.	FILE	DEPT.	CLOCK	VCHR NO.	030
85F	000237	004500		0000260044	2

Earnings Statement

ADP

ACHAOGEN INC
ONE TOWER PLACE
SOUTH SAN FRANCISCO, CA 94080
COMPANY ER PHONE# 650-268-5126

Period Beginning: 06/16/2019
Period Ending: 06/30/2019
Pay Date: 06/28/2019

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 0
CA: 0

DAVID CLARKE
262 ANDOVER STREET
SAN FRANCISCO CA 94110

Social Security Number: XXX-XX-2276

Earnings	rate	hours	this period	year to date
Regular	7553.34	86.67	7,553.34	90,420.07
Bonus				26,400.00
Phoneallowance				82.10
Retroactive				220.01
Rsu				1,181.25
Gross Pay			**$7,553.34**	118,303.43

Deductions	Statutory		
	Federal Income Tax	-881.64	16,647.56
	Social Security Tax	-455.94	7,190.67
	Medicare Tax	-106.63	1,681.69
	CA State Income Tax	-350.22	6,545.04
	CA SUI/SDI Tax	-73.18	1,154.77
	Other		
	Dental	-18.69*	224.28
	Medical	-214.18*	2,570.16
	Vision	-2.64*	31.68
	401K	-1,250.00*	15,000.00
	Espp		-1,375.15
	Net Pay	**$4,200.22**	
	CHECKING 1	-4,200.22	
	Net Check	**$0.00**	

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $6,067.83

Other Benefits and Information	this period	total to date
Gtl	35.98	501.22
Total Work Hrs	86.67	

Important Notes

YOUR COMPANY PHONE NUMBER IS (650) 268-5126

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ACHAOGEN INC
ONE TOWER PLACE
SOUTH SAN FRANCISCO, CA 94080
COMPANY ER PHONE# 650-268-5126

Advice number: **00000260044**
Pay date: 06/28/2019

Deposited to the account of	account number	transit ABA	amount
DAVID CLARKE	xxxxxx3870	xxxx xxxx	$4,200.22

THIS IS NOT A CHECK

NON-NEGOTIABLE