Fill in this information to identify the case:

Debtor Achaogen, Inc.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 19-10844

Official Form 410
Proof of Claim

04/19

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

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies 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. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

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

Federal Insurance Company
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

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

☑ No
☐ Yes. From whom? _____

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

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

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Federal Insurance Company Chubb 436 Walnut Street Philadelphia, PA 19106, USA	Duane Morris LLP Wendy M. Simkulak, Esq. 30 S. 17th Street Philadelphia, PA 19013
Contact phone _____ Contact email joy.bernstein@chubb.com	Contact phone 215-979-1547 Contact email wmsimulak@duanemorris.com

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? _____

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

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached. . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Insurance policies and related agreements. See attached.

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle 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.)

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

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☐ No

☑ Yes. Identify the property: See attached.

19108441908050000000000003

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 08/05/2019
MM / DD / YYYY

/s/Joy Bernstein
Signature

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

Name: Joy Bernstein
First name Middle name Last name

Title: Senior Counsel, Global - Commercial Litigation

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

Address

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2747 | International (310) 751-2606

Debtor:
19-10844 - Achaogen, Inc.
District:
District of Delaware

Creditor:
Federal Insurance Company
Chubb
436 Walnut Street

Philadelphia, PA , 19106
USA
Phone:
Phone 2:
Fax:
Email:
joy.bernstein@chubb.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:
Duane Morris LLP
Wendy M. Simkulak, Esq.
30 S. 17th Street

Philadelphia, PA, 19013
Phone:
215-979-1547
Phone 2:
Fax:
E-mail:
wmsimulak@duanemorris.com
DISBURSEMENT ADDRESS

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Insurance policies and related agreements. See attached.

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
See attached.

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
Yes, See attached.

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Joy Bernstein on 05-Aug-2019 11:40:20 a.m. Eastern Time
Title:
Senior Counsel, Global - Commercial Litigation
Company:
Chubb

VN: 0EED2D4C3CF08866DE2ACC20AB36683C

ADDENDUM TO PROOF OF CLAIM OF FEDERAL INSURANCE COMPANY

1. This Addendum is attached to and a part of the proof of claim (the "Proof of Claim") filed by Federal Insurance Company (together with its affiliates and successors, the "Claimant" or the "Chubb Companies") against Achaogen, Inc. (the "Debtor") in its bankruptcy case. As the documents supporting this claim are voluminous and contain confidential information, Claimant has not attached such supporting documentation to Claimant's Proof of Claim. Copies of the documents referenced herein are or should be, upon information and belief, in the possession of the Debtor, and Claimant will provide copies of such documents to other parties upon request provided that appropriate steps can be taken to ensure their confidentiality, as necessary or appropriate.

2. On April 15, 2019 (the "Petition Date"), the Debtor filed its voluntary petition for bankruptcy relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court").

3. Prior to the Petition Date, the Chubb Companies issued certain insurance policies (as renewed, amended, modified, endorsed or supplemented from time to time, collectively, the "Policies") to the Debtor as named insured or that otherwise provide coverage to the Debtor.

4. Pursuant to the Policies and any agreements related thereto (collectively, the "Chubb Insurance Program"), the Chubb Companies provide, *inter alia*, property package and certain other insurance for specified policy periods subject to certain limits, deductibles, retentions, exclusions, terms and conditions, as more particularly described therein; and the insured, including the Debtor, is required to pay to the Chubb Companies certain amounts including, but not limited to, insurance premiums (including audit premiums), deductibles,

funded deductibles, expenses, taxes, assessments and surcharges, as more particularly described in the Chubb Insurance Program (the "Obligations").

5. To the extent that a Debtor is an insured under the Chubb Insurance Program and has in the past or the present received, or in the future receives, any benefit under the Chubb Insurance Program related to any claim made by or related to such Debtor under the Chubb Insurance Program, including but not limited to any payment by any of the Chubb Companies to or on behalf of the Debtor with respect to a claim made under the Chubb Insurance Program, then the Debtor is jointly and severally liable with other insureds for the Obligations arising with respect to such claim under the Chubb Insurance Program.

6. As of the date hereof, the Debtor is liable to the Chubb Companies in a contingent and unliquidated amount (the "Claim") for the Obligations. The Claim is currently contingent, unliquidated and subject to further and future adjustments and estimations by the Claimant, from time to time, in accordance with the terms of the Chubb Insurance Program including, without limitation, additional amounts that may become due for premium, deductibles, expenses, taxes, assessments and surcharges.

7. The Claim is evidenced by the Chubb Insurance Program, including, without limitation, those Policies listed on Exhibit "A" hereto.

8. A portion of the Claim is or may be entitled to administrative expense priority under 11 U.S.C. §§ 503(b) and 507(a)(2).

9. The Claim may be secured by letters of credit, cash collateral, paid loss deposit funds, or other amounts.

10. The Claimant reserves and preserves the right: (a) to file and seek payment of additional claims for (i) administrative expenses, (ii) attorneys' fees and costs, and (iii) cure

amounts or rejection damages; (b) to estimate contingent claims and assert additional claims if contingent claims are estimated or liquidated; and (c) to assert any other claims the Claimant may have against the Debtor relating to or incidental to the Obligations and the documents referenced herein. The Claimant reserves and preserves all rights to assert any and all defense, setoff and/or recoupment against the Debtor. The Claimant reserves the right to amend and/or further supplement this Proof of Claim to, *inter alia*, (a) adjust and/or estimate the amount of the Claim to reflect an updated actuarial review and/or financial analysis and/or (b) include any collateral required as a result thereof.

11. The filing of this Proof of Claim is not intended, and should not be construed as (a) an election of remedies; (b) a waiver of any past, present or future default or event of default; (c) a waiver or limitation of the Claimant's rights or defenses; (d) a waiver of the Claimant's claims against the Debtor or any of the Debtor's subsidiaries or affiliates; (e) a waiver of the Claimant's right to draw on any collateral or security; (f) a waiver of the Claimant's claims against any other parties liable to it (whether under the Chubb Insurance Program or otherwise); (g) a determination as to coverage or entitlements to benefits as to coverage under the Chubb Insurance Program; (h) a waiver of the Chubb Companies' rights under the Chubb Insurance Program, including the right to require arbitration, or (i) a waiver or release of the right to request withdrawal of the reference with respect to the subject matter of the Proof of Claim, any objection thereto, any other proceeding commenced with respect thereto, or any other proceeding that may be commenced in this case against or otherwise involving the Claimant.

12. All notices to the Claimant relating to this Proof of Claim should be sent to the Claimant as follows:

c/o Chubb
436 Walnut Street

Philadelphia, PA 19106
Attention: Collateral Manager

With a copy to counsel for the Claimant:

Wendy M. Simkulak, Esquire
DUANE MORRIS LLP
30 S. 17th Street
Philadelphia, PA 19103

13. This Proof of Claim is filed as a separate claim from other claims that may be filed by or on behalf of the Claimant or any of its affiliates against the Debtor, and does not replace or supersede such other claims.

EXHIBIT A

The Chubb Companies' Claim is evidenced by, without limitation, the Policies and related agreement, and includes, without limitation, the following and all other documents, instruments, agreements or policies, and any and all endorsements, addenda, amendments, renewals, supplements and modifications to any of the following:

Policies include, but are not limited to:

Policy Number	Policy Period	Insurer	Type of Coverage
35894131	02/01/2019-02/01/2020	Federal Insurance Company	Property Package

Reservation of Rights

The brief summary of the Policies contained herein is for descriptive purposes only and is not intended to be binding on the Chubb Companies or constitute their position with respect to the proper interpretation and meaning thereof. For a complete and accurate explanation of the terms and conditions of the Policies, reference should be made to the actual Policies.