**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re: | Chapter 11 |
| **ACHAOGEN, INC.,** | Case No. 19-10844 (BLS) |
| Debtor. | Re: D.I. No. 550 |

**DECLARATION OF LESLIE BOYD, JR., Ph.D., IN SUPPORT OF ENTRY OF ORDER APPROVING SALE OF DEBTOR'S ASSETS TO XUANZHU (HK) BIOPHARMACEUTICAL LIMITED**

F. LESLIE BOYD, JR., declares as follows under the penalty of perjury under the laws of the United States of America:

1. I am Chief Business Officer of Xuanzhu (HK) Biopharmaceutical Limited, a Hong Kong private limited company ("Xuanzhu"). I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently about these matters.

2. I make this declaration to: (a) support the motion by Achaogen, Inc., as debtor and debtor-in-possession ("Achaogen" or "Debtor"), for approval of the sale to Xuanzhu of all of Achaogen's intellectual property and technical rights of any nature whatsoever for any and all uses for the active pharmaceutical ingredient Plazomicin Sulfate (ACHN-490) including synthesis, formulations and intermediates thereof and any products incorporating the API, within the territory comprised of the People's Republic of China, Hong Kong, Macau and Taiwan (collectively, the "Assets"), and (b) provide the factual basis for the Bankruptcy Court to find and conclude that Xuanzhu is entitled to receive the protections of Sections 363(m) and (n) of the Bankruptcy Code in the order approving the sale.





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3. Xuanzhu first became aware of the Assets in or about November 2018, and aggressively pursued the opportunity through April 2019 when Achaogen announced its plans for a near term sale through a Chapter 11 reorganization proceeding. Upon the announcement that the Assets were to be offered for purchase from the Debtor on or about June 2019, Xuanzhu considered whether to submit a purchase proposal to the Debtor for Achaogen's global rights in Plazomicin Sulfate but elected not to proceed. Xuanzhu understands that at or shortly after that time, the Debtor accepted a proposal by Cipla USA Inc. ("Cipla") to purchase the Assets, among other property of the Debtor, and that the Bankruptcy Court later approved the sale to Cipla.

4. In September 2019, Xuanzhu was contacted by Achaogen and advised that the transaction with Cipla had not closed and that the Debtor was seeking to identify a party that would be interested in licensing the Assets if the Cipla transaction could be reversed.

5. After carefully considering the matter, Xuanzhu determined to present a written proposal to the Debtor to purchase the Assets. The proposal led to: the parties' negotiation and execution of a Letter of Intent dated October 15, 2019 ("LOI"); the entry by the Bankruptcy Court of an order on October 31, 2019, which approved certain provisions in the LOI relating to "no-shop" restrictions, a break-up fee and expense reimbursement; and, subsequently, the negotiation and execution of the definitive sale documents for the sale of the Assets to Xuanzhu (the "Xuanzhu APA"). I understand that the Bankruptcy Court entered two further orders that extend the duration of those protective provisions of the LOI until January 10, 2020.

6. Between the execution of the LOI and Xuanzhu APA (subject to court approval), Xuanzhu completed its diligence on the proposed transaction, Achaogen and Xuanzhu engaged in vigorous contract negotiations through their respective business and legal representatives and exchanged multiple drafts of sale documents, and the parties agreed on the final terms of the

Xuanzhu APA and related documentation. In addition, Xuanzhu engaged in negotiations with the Debtor and Cipla regarding the terms of a proposed stipulation (the "Cipla Stipulation") that would rescind the Cipla transactions to the extent necessary to facilitate the transactions contemplated by the Xuanzhu APA, and in negotiations with Cipla concerning the terms of a License and Mutual Support Agreement to provide for coordinated action relating to certain aspects of the manufacture, regulation, marketing and sale of Plazomicin ("Support Agreement"). I was personally involved in that process and continue to have direct day-to-day responsibility for Xuanzhu's participation in the sale process, the negotiation of the Xuanzhu APA, the Cipla Stipulation and the Support Agreement, and, subject to court approval, the closing of Xuanzhu's acquisition of the Assets on the terms and conditions set forth in the Xuanzhu APA and its implementation of the transactions contemplated by the Support Agreement.

7. The negotiations by Xuanzhu with the Debtor and Cipla were entirely at arms'-length and did not involve any self-dealing (excluding Xuanzhu's participation in the transactions for its own benefit and account), or any collusion or manipulation for the benefit of insiders of the Debtor or others. At no time during the negotiations did any of the Debtor's officers, directors, shareholders or any other insider of the Debtors (collectively, the "Insiders") insist upon, request, propose, or suggest that they should receive any special or personal consideration or benefit by reason of the closing of the proposed transactions with Xuanzhu or the entry of the Cipla Stipulation.

8. The Xuanzhu APA, the Cipla Stipulation and the Support Agreement, all as filed with the Bankruptcy Court, represent the entirety of the terms and conditions for the transactions concerning Xuanzhu's acquisition of the Assets from the Debtor. There are no separate written or oral agreements, arrangements or understandings with the Debtor or any insider of the Debtor

relating to the transactions. Xuanzhu and its transaction team have acted in good faith at all stages of the process.

9. Except for the agreed price for the Assets set forth in the Xuanzhu APA, Xuanzhu has no agreement with the Debtor or any other entity concerning the sale price for the Assets.

Executed Oak Island, North Carolina, North Carolina, on December 23, 2019.

F. LESLIE BOYD, JR., Ph.D.