

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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (\_\_\_)

**DEBTOR’S MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS  
(I) AUTHORIZING DEBTOR TO PAY CERTAIN PREPETITION  
CLAIMS OF WAREHOUSEMEN, (II) AUTHORIZING BANKS  
TO HONOR AND PROCESS CHECK AND ELECTRONIC  
TRANSFER REQUESTS RELATED THERETO,  
AND (III) GRANTING RELATED RELIEF**

Tricida, Inc., as the debtor in possession in the above-captioned chapter 11 case (the “Debtor”), hereby submits this motion (this “Motion”), under sections 105(a), 363, 1107(a), and 1108 of title 11 of the United States Code (the “Bankruptcy Code”) and rules 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for entry of interim and final orders (together, the “Proposed Orders”), (a) authorizing the Debtor to pay, in the ordinary course of business, certain prepetition claims of third-party services or carriers, including, warehousemen and other potential lienholders, who are in current possession of the Debtor’s property; (b) authorizing banks and other financial institutions (collectively, the “Banks”) to honor and process check and electronic transfer requests related to the foregoing; and (c) granting related relief. In support of this Motion, the Debtor submits the *Declaration of Lawrence Perkins in Support of the Debtor’s Chapter 11 Petition and First Day Pleadings* (the “First Day”

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<sup>1</sup> The Debtor in this chapter 11 case, together with the last four digits of the Debtor’s federal tax identification number, is Tricida, Inc. (2526). The Debtor’s service address is 7000 Shoreline Court, Suite 201, South San Francisco, CA 94080.



Declaration”), filed contemporaneously herewith and incorporated herein by reference.<sup>2</sup> In further support of this Motion, the Debtor respectfully states as follows:

**STATUS OF THE CASE AND JURISDICTION**

1. On the date hereof (the “Petition Date”), the Debtor filed a voluntary petition for relief under sections 101–1532 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtor continues to operate its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in this case, and no statutory committee has been appointed.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtor confirms its consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Local Rules”), to the entry of a final order or judgment by the Court in connection with this Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration.

4. The statutory and other bases for the relief requested in this Motion are sections 105(a), 363, 1107(a), and 1108 of the Bankruptcy Code and Bankruptcy Rules 6003, and 6004.

### **BACKGROUND OF THE DEBTOR**

5. Founded in 2013, the Debtor is a clinical-stage pharmaceutical company focused on the development and commercialization of veverimer, a drug meant to slow the progression of CKD through the treatment of chronic metabolic acidosis. Veverimer is a new chemical entity discovered by the Debtor using its own proprietary technology. In addition to veverimer, the Debtor's intellectual property portfolio includes 233 patents in 52 different countries, including compositions-of-matter, dosage unit forms, methods-of-treatment, medical use, and methods of manufacture.

6. Additional information regarding the Debtor's business, capital structure and the circumstances preceding the Petition Date may be found in the First Day Declaration.

### **RELIEF REQUESTED**

7. By this Motion, the Debtor seeks entry of the Proposed Orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting, among other things, the following relief:

- a. authorizing the Debtor to pay, in the ordinary course of business, certain prepetition claims of third-party servicers or carriers, including warehousemen and other potential lienholders, who are in current possession of the Debtor's property or who have or may assert a lien pursuant to applicable law as a result of services performed by Lien Claimants (as defined below);
- b. authorizing Banks to honor and process check and electronic transfer requests related to the foregoing; and
- c. granting related relief, including scheduling a final hearing to consider approval of the Motion on a final basis.

8. In sum, the Debtor seeks authority to pay Warehousing Claims (as defined below) that come due in the ordinary course of business in an amount not to exceed \$12,500 on an interim basis and \$15,000 on a final basis.

### **THE WAREHOUSING CLAIMS**

9. In the ordinary course of the Debtor's business, the Debtor relies on certain third-party warehousemen and warehousing services (the "Warehousemen") to store the Debtor's property with third-party storage facilities, logistics providers, and warehouses.

10. Failure to pay the claims of Warehousemen (the "Warehousing Claims") could result in costly delays and disruption in the Debtor's sale process and otherwise diminish the value of the Debtor's assets available for sale. If the Debtor fails to pay the Warehousemen on a timely basis for charges incurred in connection with the storage of its property, then the Warehousemen may refuse to release the Debtor's property that is in the Warehousemen's possession until the Warehousemen's invoices are paid. Failure to release the Debtor's property could result in disruption or delay of the sale process to the detriment of the Debtor, its estate, and its stakeholders. Thus, the Debtor seeks authority as described below to pay Warehousemen for claims related to the storage of Debtor's property up to a cap of \$15,000.

11. As of the Petition Date, Debtor estimates that approximately \$12,500 is owed in the aggregate on account of prepetition Warehousing Claims. Although the Debtor believes that the aggregate amount of unpaid Warehousing Claims is accurate, to the extent that additional amounts are found to be outstanding, the Debtor seeks authority, but not direction, to pay such amounts.

**BASIS FOR RELIEF REQUESTED**

**I. Payment of Warehousing Claims Is Warranted Under Section 363(b)(1) of the Bankruptcy Code and Doctrine of Necessity**

12. A bankruptcy court may authorize a debtor to pay certain prepetition obligations pursuant to section 363(b) of the Bankruptcy Code.<sup>3</sup> Section 363(b) provides, in pertinent part, that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” To approve the use of assets outside the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code, courts require only that the debtor “show that a sound business purpose justifies such actions.”<sup>4</sup>

13. In addition, the court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein because such relief is necessary for the Debtor to carry out its fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”<sup>5</sup> Section 1107(a) of the Bankruptcy Code “contains an implied duty of the debtor-in-possession” to “protect and preserve the estate, including an operating business’ going-concern value.”<sup>6</sup>

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<sup>3</sup> 11 U.S.C. § 363(b)(1)

<sup>4</sup> *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); accord *In re Phoenix Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987).

<sup>5</sup> 11 U.S.C. § 105(a).

<sup>6</sup> *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); see also *Unofficial Comm. Of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232–33 (Bankr. S.D.N.Y. 1998) (“[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee.”).

14. Further, in a long line of well-established cases, courts consistently have permitted payment of prepetition obligations where such payment is necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors.<sup>7</sup>

15. In addition, the Court may rely on the doctrine of necessity and its equitable powers under section 105(a) of the Bankruptcy Code to authorize the payment of prepetition claims when such payment is essential to the success of a case under chapter 11.<sup>8</sup>

16. The relief requested by this Motion represents a sound exercise of the Debtor's business judgment, is necessary to avoid immediate and irreparable harm to the Debtor's estate, and is justified under sections 363(b) and 105(a) of the Bankruptcy Code. Authorizing the Debtor to pay prepetition amounts related to the Warehousing Claims is in the best interests of the Debtor, its estate, and its economic stakeholders. If the Debtor fails to pay the Warehousing Claims, Warehousemen may exercise possessory liens and block the Debtor's access to Debtor's property that is held in storage. Thus, the Debtor's failure to pay the Warehousing Claims could severely impair the Debtor's ability to maximize the value of its estate through a sale of substantially all of its assets, to the detriment of its creditors and all stakeholders.

17. In addition, the relief requested herein should not impair unsecured creditor recoveries in this chapter 11 case. In instances where the amounts owed to Warehousemen is less

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<sup>7</sup> See, e.g., *Miltenberger v. Logansport, C&S W.R. Co.*, 106 U.S. 286, 312 (1882) (holding that payment of a pre-receivership claim prior to reorganization was permitted to prevent "stoppage of the continuance of [crucial] business relations"); *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that "if payment of a claim which arose prior to reorganization is essential to the continued operation of the . . . [business] during reorganization, payment may be authorized even if it is made out of [the] corpus"); *Dudley v. Mealey*, 147 F.2d 268, 271 (2d Cir. 1945) (extending doctrine of necessity for payment of prepetition claims beyond railroad reorganization cases); *Mich. Bureau of Workers' Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 285–86 (S.D.N.Y. 1987) (approving a lower court order authorizing payment of prepetition wages, salaries, expenses, and benefits).

<sup>8</sup> See, e.g., *In re Just for Feet, Inc.*, 242 B.R. 821, 824–25 (D. Del. 1999) (holding that section 105(a) of Bankruptcy Code provides a statutory basis for payment of prepetition claims under the doctrine of necessity, particularly when such payment is necessary for the debtor's survival during chapter 11); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (confirming that the doctrine of necessity is the standard for enabling a court to authorize payment of prepetition claims prior to confirmation of a plan of reorganization).

than the value of the goods that are held to secure a Warehousing Claim, such parties may be fully-secured creditors of the Debtor's estates. In such instances, payment now only provides such parties with what they might be entitled to receive under a chapter 11 plan, but without any interest costs that might otherwise accrue during this case.

**II. Applicable Banks and Other Financial Institutions Should Be Authorized to Receive, Process, Honor, and Pay Checks and Electronic Funds Transfer Requests**

18. The Debtor has sufficient funds to pay the Warehousing Claims by virtue of the available cash. In addition, under the Debtor's existing cash management system, the Debtor can readily identify checks or electronic funds transfer requests as relating to an authorized payment of the Warehousing Claims. Thus, the Debtor believes that checks or electronic funds transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Accordingly, the Court should authorize the Banks, when requested by the Debtor, to receive, process, honor, and pay any and all checks or electronic funds transfer requests in respect of the relief requested herein, solely to the extent that the Debtor has sufficient funds standing to its credit with such Banks, and such Banks may rely on the representations of the Debtor without any duty of further inquiry and without liability for following the Debtor's instructions.

**THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED**

19. The Debtor asserts that immediate relief is necessary to avoid immediate and irreparable harm. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, entry of the proposed interim order is integral to the Debtor's ability to successfully transition into chapter 11 and run an orderly sale. Specifically, the relief requested is necessary to avoid a severe disruption of the Debtor's sale process and operations at this critical juncture and, in turn, to preserve and maximize the value

of the Debtor's estate for the benefit of all stakeholders. Accordingly, the Debtor submits that it has satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore, respectfully requests that the Court approve the relief requested in this Motion.

**REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS**

20. The Debtor requests a waiver of any applicable notice requirements under Bankruptcy Rule 6004(a) and any stay of the order granting the relief requested herein pursuant to Bankruptcy Rule 6004(h). As explained above and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtor's sale process and to preserve and maximize the value of the Debtor's estate for all stakeholders. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

**RESERVATION OF RIGHTS**

21. Nothing contained herein or any action taken pursuant to relief requested is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtor's or any party in interest's rights to subsequently dispute such claim.

**NOTICE**

22. Notice of this Motion has been provided to: (a) the U.S. Trustee; (b) the holders of the 20 largest unsecured claims against the Debtor; (c) Davis Polk & Wardwell LLP and Greenberg Traurig, LLP counsel to (1) U.S. Bank, the indenture trustee to the 3.50% Convertible Senior Notes Due 2027 and (2) certain holders of 3.50% Convertible Senior Notes Due 2027; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; (g) the United States Food and Drug Administration; (h) the Warehousemen; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

*[Remainder of page intentionally left blank.]*

WHEREFORE, the Debtor respectfully requests entry of the Proposed Orders, substantially in the form attached hereto as **Exhibit A** and **Exhibit B**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: January 11, 2023  
Wilmington, Delaware

*/s/ Sean M. Beach*

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**Exhibit A**

**Proposed Interim Order**

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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (\_\_\_)

Re: Docket No. \_\_\_

**INTERIM ORDER (I) AUTHORIZING DEBTOR TO PAY CERTAIN PREPETITION  
CLAIMS OF WAREHOUSEMEN; (II) AUTHORIZING BANKS TO HONOR AND  
PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED  
THERE TO; AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (“Motion”)<sup>2</sup> of Tricida, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), for entry of an interim order (a) authorizing the Debtor to pay, in the ordinary course of business, certain prepetition claims of third-party services or carriers, including, warehousemen and other potential lienholders, who are in current possession of the Debtor’s property; (b) authorizing banks to honor and process check and electronic transfer requests related to the foregoing; (c) and granting related relief, each as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper

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<sup>1</sup> The Debtor in this chapter 11 case, together with the last four digits of the Debtor’s federal tax identification number, is Tricida, Inc. (2526). The Debtor’s service address is 7000 Shoreline Court, Suite 201, South San Francisco, CA 94080.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion.

pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for hearing on the Motion having been given; and the Court having determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate, as contemplated by Bankruptcy Rule 6003; and the relief requested in the Motion being in the best interests of the Debtor's estate, its creditors, and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED on an interim basis as set forth herein.
2. The final hearing on the Motion shall be held on \_\_\_\_\_, 2023 at \_\_\_\_\_ (prevailing Eastern Time) (the "Final Hearing"). Any objections or responses to entry of the proposed final order shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on \_\_\_\_\_, 2023. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter a final order without need for the Final Hearing.
3. The Debtor is authorized, but not directed, to pay the Warehousing Claims in the ordinary course of business and as such amounts come due in an aggregate amount not to exceed \$12,500 without further order of the Court.
4. The Debtor may condition payment of Warehousing Claims on the agreement of Warehousemen to continue supplying services to the Debtor on the same trade terms in place in the 180 days prior to the Petition Date or upon new trade terms (to the extent agreed to by the Debtor and the Warehousemen, the "Agreed Terms").

5. The Debtor may take any and all appropriate steps to cause such Warehousemen, to repay payments made to it on account of its Warehousing Claims to the extent that such payments exceed the postpetition amounts then owing to such Warehousemen. To the extent a Warehouseman fails to comply with the Agreed Terms: (a) upon receipt of payment on account of a prepetition claim, if a Warehouseman subsequently refuses to provide goods and services to the Debtor on such trade terms as are agreed to by the Debtor and the Warehouseman, then, without the need for any further order of the Court, any payments received by the Warehouseman on account of such prepetition claim shall be treated as having been in payment of any then outstanding postpetition obligations owed to such Vendor; (b) the Debtor shall have the authority to file a motion to compel such Warehouseman to immediately repay to the Debtor any payments received on account of its prepetition claim to the extent that the aggregate amount of such payments exceed the postpetition obligations then outstanding to such Warehouseman, without the right of setoff, recoupment or reclamation; and (c) if the Court orders such Warehouseman to repay any such prepetition amounts, the Warehouseman's claim shall be reinstated as a prepetition claim in this chapter 11 case and subject to the terms of any bar date order entered in this chapter 11 case.

6. Each of the Warehousemen shall receive notice of this interim order, which shall include notice that if any party asserting a lien accepts payment pursuant to the relief granted in this interim order, such party is treated as having agreed to release any liens it may have on the Debtor's property.

7. Each of the Banks at which the Debtor maintains its accounts relating to the payment of the Warehousing Claims is authorized to (a) receive, process, honor, and pay all checks presented for payment and to honor all electronic funds transfer requests made by the Debtor

related thereto, to the extent that sufficient funds are on deposit in those accounts and (b) accept and rely on all representations made by the Debtor with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

8. The Debtor is authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the Warehousing Claims as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtor's chapter 11 case.

9. Nothing in this interim order shall constitute (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Any payment made pursuant to this order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtor's rights to subsequently dispute such claim.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b) because the relief granted in this interim order is necessary to avoid immediate and irreparable harm to the Debtor's estates.

11. Notice of the Motion shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are waived by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this interim order are immediately effective and enforceable upon its entry.

13. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this interim order in accordance with the Motion.

14. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this interim order.

**Exhibit B**

**Proposed Final Order**

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

In re:

TRICIDA, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-10024 (\_\_\_)

Re: Docket No. \_\_\_

**FINAL ORDER (I) AUTHORIZING DEBTOR TO PAY CERTAIN PREPETITION  
CLAIMS OF WAREHOUSEMEN, (II) AUTHORIZING BANKS TO HONOR AND  
PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED  
THERE TO (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of Tricida, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), for entry of a final order (a) authorizing the Debtor to pay, in the ordinary course of business, certain prepetition claims of third-party services or carriers, including, warehousemen and other potential lienholders, who are in current possession of the Debtor’s property (b) authorizing banks to honor and process check and electronic transfer requests related to the foregoing; and (c) granting related relief, each as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper

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<sup>1</sup> The Debtor in this chapter 11 case, together with the last four digits of the Debtor’s federal tax identification number, is Tricida, Inc. (2526). The Debtor’s service address is 7000 Shoreline Court, Suite 201, South San Francisco, CA 94080.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion.

pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtor's estates, its creditors, and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED on a final basis as set forth herein.
2. The Debtor is authorized, but not directed, to pay the Warehousing Claims in the ordinary course of business and as such amounts come due in an aggregate amount not to exceed \$15,000 without further order of the Court.
3. The Debtor may condition payment of Warehousing Claims on the agreement of Warehousemen to continue supplying services to the Debtor on the same trade terms in place in the 180 days prior to the Petition Date or upon new trade terms (to the extent agreed to by the Debtor and the Warehousemen, the "Agreed Terms").
4. The Debtor may take any and all appropriate steps to cause such Warehousemen, to repay payments made to them on account of its prepetition Warehousing Claims to the extent that such payments exceed the postpetition amounts then owing to such Warehousemen. To the extent a Warehouseman fails to comply with the Agreed Terms: (a) upon receipt of payment on account of a prepetition claim, if a Warehouseman subsequently refuses to provide goods and services to the Debtor on such trade terms as are agreed to by the Debtor and the Warehouseman, then, without the need for any further order of the Court, any payments received by the Warehouseman on account of such prepetition claim shall be treated as having been in payment of any then outstanding postpetition obligations owed to such Vendor; (b) the Debtor shall have the

authority to file a motion to compel such Warehouseman to immediately repay to the Debtor any payments received on account of its prepetition claim to the extent that the aggregate amount of such payments exceed the postpetition obligations then outstanding to such Warehouseman, without the right of setoff, recoupment or reclamation; and (c) if the Court orders such Warehouseman to repay any such prepetition amounts, the Warehouseman's claim shall be reinstated as a prepetition claim in this chapter 11 case and subject to the terms of any bar date order entered in this chapter 11 case.

5. Each of the Warehousemen shall receive notice of this final order, which shall include notice that if any party asserting a lien accepts payment pursuant to the relief granted in this final order, such party is treated as having agreed to release any liens it may have on the Debtor's property.

6. Each of the Banks at which the Debtor maintains its accounts relating to the payment of the Warehousing Claims is authorized to (a) receive, process, honor, and pay all checks presented for payment and to honor all electronic funds transfer requests made by the Debtor related thereto, to the extent that sufficient funds are on deposit in those accounts and (b) accept and rely on all representations made by the Debtor with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

7. Nothing in this final order constitutes (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtor's or any other party

in interest's rights under the Bankruptcy Code or any other applicable law; or (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Any payment made pursuant to this order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtor's rights to subsequently dispute such claim.

8. The Debtor is authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the Warehousing Claims as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtor's chapter 11 case.

9. Notice of the Motion shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are waived by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this final order are immediately effective and enforceable upon its entry.

11. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this final order in accordance with the Motion.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this final order.