IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TRICIDA, INC.,[1]	Case No. 23-10024 (JTD)
Debtor.	**Ref. Docket No. 444**

CERTIFICATION OF COUNSEL REGARDING PROPOSED ORDER, PURSUANT TO SECTION 105(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019, APPROVING THE SETTLEMENT AGREEMENT REGARDING THE PATHEON CLAIM

On May 9, 2023, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Debtor's Motion for Entry of an Order, Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, Approving the Settlement Agreement Regarding the Patheon Claim* [Docket No. 444] (the "Motion"). Responses to the entry of the proposed order granting the Motion (the "Proposed Order") were to be filed and served no later than 4:00 p.m. (ET) on May 18, 2023 (the "Objection Deadline").

Prior to the Objection Deadline, the U.S. Securities and Exchange Commission (the "SEC") filed the *Objection by the U.S. Securities and Exchange Commission to Debtor's Motion for Entry of an Order, Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, Approving the Settlement Agreement Regarding the Patheon Claim* [Docket No. 470] and the Office of the United States Trustee (the "U.S. Trustee" and, together with SEC, the "Objecting Parties") filed the *United States Trustee's Limited Objection and Reservation of Rights to Debtor's Motion for Entry of an Order, Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, Approving the Settlement Agreement Regarding the Patheon*

[1] 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 2108 N Street, Suite 4935, Sacramento, CA 95816.

2310024230525000000000001

Claim [Docket No. 488].

On May 19, 2023 the United States Bankruptcy Court for the District of Delaware (the "Court") held a hearing (the "Hearing") on the Motion. At the Hearing, the Court approved the relief requested in the Proposed Order subject to certain revisions as set forth on the record. Consistent with the record at the Hearing, the Debtors have further revised the Proposed Order as reflected in the form of order attached hereto as **Exhibit A** (the "Revised Proposed Order"). For the convenience of the Court and interested parties, a blackline comparing the Revised Proposed Order to the Proposed Order is attached hereto as **Exhibit B**.

The Debtor submits that the Revised Proposed Order is appropriate and consistent with the relief requested in the Motion and the record at the Hearing. The Debtors have circulated the Revised Proposed Order to the Objecting Parties, and such parties do not object to entry of the Revised Proposed Order. Accordingly, the Debtor respectfully requests that the Court enter the Revised Proposed Order at its earliest convenience without further notice or hearing.

[*Signature page follows*]

Dated: May 25, 2023
Wilmington, Delaware

/s/ *Allison S. Mielke*

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Counsel to the Debtor

EXHIBIT A

Revised Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TRICIDA, INC.,[1]	Case No. 23-10024 (JTD)
Debtor.	**Re: Docket No. 444**

ORDER, PURSUANT TO SECTION 105(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019, APPROVING THE SETTLEMENT AGREEMENT

Upon consideration of the motion (the "Motion")[2] of the Debtor for entry of an order (this "Order"), pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, approving the Settlement Agreement, a copy of which is attached hereto as **Exhibit 1**, as more fully set forth in the Motion; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b) and that this Court may enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and the hearing thereon having been given as set forth in the Motion; and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided except as provided herein; and it appearing that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief

[1] 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 2108 N Street, Suite 4935, Sacramento, CA 95816.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

requested in the Motion is in the best interests of the Debtor, its estate, creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein. The objection to the Motion filed by the U.S. Securities and Exchange Commission [Dkt No. 470] has been resolved by the Court's ruling at plan confirmation with respect to the plan releases, and therefore such objection is denied as moot. All other objections hereto are overruled with prejudice.

2. Pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, the Settlement Agreement is approved, and the terms and conditions of the Settlement Agreement are incorporated into this Order as if fully set forth herein.

3. As set forth in the Settlement Agreement, Patheon shall be deemed a Released Party under the Plan upon the re-noticing of Holders of Claims in Classes 5 and 6 that did not execute and timely return the Release Opt-Out, as required by the *Findings of Fact, Conclusions of Law, and Order Confirming the Fifth Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Dkt. No. 515].

4. The Debtor is authorized to execute and deliver all instruments and documents, and take such other action as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

5. The Debtor's claims agent in this chapter 11 case is authorized to take such further action as may be necessary or appropriate to implement and effectuate the relief granted by this Order.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order or the Settlement Agreement.

Exhibit 1

Settlement Agreement

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release of Claims (the "**Settlement Agreement**" or "**Agreement**"), effective as of the date hereof (the "**Execution Date**"), is entered into by and among the following parties (each of the following described in sub-clauses (a) and (b) of this preamble, each a "**Party**" and, collectively, the "**Parties**"):[1]

(a) Tricida, Inc., a company incorporated under the Laws of Delaware and debtor in the Chapter 11 Case (the "**Debtor**"); and

(b) Patheon Austria GmbH & Co. KG ("**Patheon**").

RECITALS

WHEREAS, on January 11, 2023 (the "**Petition Date**"), Tricida, Inc. filed a voluntary chapter 11 petition in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). The case is pending under Case No. 2310024 (JTD) (the "**Chapter 11 Case**");

WHEREAS, the Debtor and the Consenting Noteholders are parties to the Restructuring Support Agreement dated January 11, 2023, under which the Debtor shall not settle the Patheon Rejection Claim without the consent of the Majority Consenting Noteholders.

WHEREAS, on February 6, 2023, the Bankruptcy Court entered an order rejecting the Patheon Agreements, including the CSA, pursuant to section 365 of title 11 of the United States Code (the "**Bankruptcy Code**") as of January 19, 2023.

WHEREAS, on March 6, 2023, Patheon timely filed proof of claim no. 122 in the Debtor's Chapter 11 Case in the amount of $136,206,149.00 in connection with alleged damages Patheon incurred as a result of the Debtor's purported rejection and breach of the CSA.

WHEREAS, on March 8, 2023, Patheon timely filed proof of claim no. 141, amending and superseding proof of claim no. 122, in the amount of $136,206,149.00 in connection with alleged damages Patheon incurred as a result of the Debtor's purported rejection and breach of the CSA.

WHEREAS, on March 8, 2023, Patheon timely filed proof of claim no. 143, amending and superseding proof of claim no. 122, in the amount of $136,206,149.00 in connection with alleged damages Patheon incurred as a result of the Debtor's purported breach of the CSA (the "**Patheon Claim**").

WHEREAS, the Debtor, Consenting Noteholders and Patheon have in good faith and at arm's length negotiated this Agreement in resolution of Patheon's Claims against the Debtor arising out of the Patheon Agreements and in connection with this Chapter 11 Case.

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 2.

NOW, THEREFORE, in consideration of the mutual promises and releases contained herein, the receipt of which is hereby acknowledged, the recitals set forth above, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Definitions.

"**Agreement**" or "**Settlement Agreement**" has the meaning set forth in the preamble to this Agreement.

"**Bankruptcy Code**" has the meaning set forth in the recitals to this Agreement.

"**Bankruptcy Court**" has the meaning set forth in the recitals to this Agreement.

"**Chapter 11 Case**" has the meaning set forth in the recitals to this Agreement.

"**Chapter 11 Budget**" has the meaning ascribed to it in the RSA (as defined herein).

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

"**Committee**" means, the official committee of unsecured creditors appointed in this Chapter 11 Case.

"**Consenting Noteholders**" means the holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, the Noteholder Claims that have executed and delivered counterpart signature pages to the Restructuring Support Agreement, a Joinder, or a Transfer Agreement, to counsel to the Debtor.

"**CSA**" means that certain Manufacturing and Commercial Supply Agreement, as amended, entered into between Tricida, Inc. and Patheon on October 4, 2019.

"**Debtor**" has the meaning set forth in the preamble to this Agreement.

"**Effective Date**" means the date upon which the Bankruptcy Court enters the Order (as defined herein).

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Joinder**" has the meaning ascribed to it in the RSA (as defined herein).

"**Majority Consenting Noteholders**" means, as of the relevant date, Consenting Noteholders holding a majority in face value of the aggregate holdings of the Notes of all Consenting Noteholders.

"**Motion**" has the meaning set forth in Section 3 herein.

"**Notes**" means the 3.50% Convertible Senior Notes Due 2027 indenture, dated May 22, 2020, by and among Tricida, Inc., as issuer, and U.S. Bank Trust Company, National Association, as trustee.

"**Order**" has the meaning set forth in Section 3 herein.

"**Party**" or "**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Patheon**" has the meaning set forth in the recitals to this Agreement.

"**Patheon Agreements**" means the (a) Manufacturing and Commercial Supply Agreement, dated October 4, 2019, by and among Patheon, as supplier, and the Debtor, as purchaser, as such may have been modified, amended, restated, or amended and restated from time to time; (b) the Master Development / Validation Services and Clinical / Launch Supply Agreement, dated May 8, 2018, by and among Tricida, Inc. and Patheon, as such may have been modified, amended, restated, or amended and restated from time to time; and (c) any other ancillary or supplemental agreements relating to clauses (a) through (b).

"**Patheon Claim**" has the meaning set forth in the recitals to this Agreement.

"**Patheon Rejection Claim**" has the meaning ascribed to it in the RSA (as defined herein).

"**Petition Date**" has the meaning set forth in the recitals to this Agreement.

"**Plan**" means the plan of liquidation (as amended), including any exhibits and schedules thereto, filed by the Debtor under chapter 11 of the Bankruptcy Code, which, for the avoidance of doubt, shall include the language that incorporates the global settlement reached by the Committee, Consenting Noteholders, and the Debtor on or about May 8, 2023.

"**Released Party**" has the meaning set forth in Article I.A.106 of the Plan.

"**Releasing Party**" has the meaning set forth in Article I.A. 107 of the Plan.

"**Released Patheon Claims**" has the meaning set forth in Section 6 herein.

"**Released Settlement Party**" or "**Released Settlement Parties**" has the meaning set forth in Section 6 herein.

"**Releasing Settlement Party**" or "**Releasing Settlement Parties**" has the meaning set forth in Section 6 herein.

"**Restructuring Support Agreement**" or "**RSA**" means the Restructuring Support Agreement (as such may be amended, supplemented, or modified from time to time in accordance with the provisions therein), dated as of January 11, 2023, by and between the Debtor and the Consenting Noteholders.

"**Solicitation Materials**" has the meaning ascribed to it in the Plan (as defined herein).

"**Transfer Agreement**" has the meaning ascribed to it in the RSA (as defined herein).

3. **Order Approving Settlement Agreement.** This Agreement is contingent upon entry of an order of the Bankruptcy Court approving this Agreement (the "**Order**"). The Parties will in good faith exercise all reasonable efforts required to obtain the entry of the Order, including executing and delivering any motions, declarations or other items of support reasonably required in connection therewith. Consistent with the preceding sentence, the Debtor will promptly prepare a motion to approve compromise of controversy pursuant to Federal Rule of Bankruptcy Procedure 9019 ("**Motion**"). The Debtor shall file the Motion with the Bankruptcy Court and serve the Motion upon those parties entitled to notice thereof.

4. **Compromise and Settlement.** Except as provided herein, nothing in this Agreement or any negotiations or proceedings in connection therewith shall constitute or be deemed or claimed to be evidence of an admission of any liability by any Party, or of the merit or lack of merit of any claim or defense of any Party. All communications (whether oral or in writing) between the Parties, their counsel and/or their respective representatives relating to, concerning or in connection with this Agreement, or the matters covered herein, shall be governed and protected in accordance with Federal Rule of Evidence 408 to the fullest extent permitted by law.

5. **Terms of Settlement.**

5.1 **Allowed Claim.** On the Effective Date, the Patheon Claim shall be Allowed fully, finally and irrevocably for all purposes under the Bankruptcy Code, in the Chapter 11 Case and otherwise in the general unsecured amount of $85,000,000.00 (the "**Allowed Patheon Claim**"). The Plan shall provide that the Allowed Patheon Claim shall be satisfied in the same manner, and at the same time(s), as the claims of the Consenting Noteholders in the Chapter 11 Case.

5.2 **Adjustment to the Claims Register.** On the Effective Date, pursuant to the Order, the Debtor's claims agent in the Chapter 11 Case is authorized to withdraw proof of claim numbers 122 and 141 and amend the Patheon Claim as set forth in this Settlement Agreement.

5.3 **Timing.** The Debtor shall file the Motion as soon as reasonably practicable, and seek to have the Motion heard on or before May 19, 2023, or as soon as the Bankruptcy Court may allow.

5.4 **The Debtor's Plan.** As of the Execution Date, subject to the terms and conditions of this Agreement, Patheon agrees:

a. not to object to, or take any other action that would reasonably be expected to delay, impede, interfere with acceptance, confirmation, implementation, or consummation of the Plan;

b. to vote the Allowed Patheon Claim to accept the Plan by delivering its duly executed and completed ballot accepting the Plan following the

commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot and prior to the deadline for such delivery; and

c. to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by delivering its duly executed and completed ballot(s) indicating such election prior to the deadline for such delivery.

5.5 Application of Plan Releases and Related Provisions. Upon confirmation of the Debtor's Plan, Patheon shall be deemed to be both a Released Party and Releasing Party, as such terms are defined under Plan (as amended), and applied pursuant to the terms and conditions of the Plan, including but not limited to Plan Art. IX (Release, Injunction, and Related Provisions).

6. Mutual Releases. In consideration of the promises herein, upon the Effective Date, each Party (each a "**Releasing Settlement Party**" and collectively, the "**Releasing Settlement Parties**" intends to provide to the other Parties the fullest and broadest release permitted by law of all claims against any other Party as of the date of this Agreement in connection with the Patheon Agreements and Patheon Claim. Accordingly, except as provided herein, each Party, on behalf of itself and each of its respective past, present, or future agents, employees, parents, subsidiaries, divisions, affiliates, officers, managers, directors predecessors, predecessors-in-interest, successors, successors-in-interest, beneficiaries, spouses, heirs, assigns, relatives, legatees, advisors, consultants, attorneys, personal or legal representatives, administrators, accountants, auditors, insurers, co-insurers, reinsurers, and associates, and all persons acting by, through, under or in concert with them (each, a "**Released Settlement Party**" and collectively, the "**Released Settlement Parties**"), hereby fully, forever, irrevocably, unconditionally, and completely release, discharge, and hold harmless from any and all claims, demands, controversies, obligations liabilities, sums of money, suits, debts, dues, fees, costs, expenses, attorneys' fees, penalties, fines, charges, rights, grievances, liabilities, obligations, actions, matters, issues, promises, damages, potential claims, counterclaims, cross-claims, causes of action (including causes of action seeking declaratory or injunctive relief), liens, or interests, whether asserted or unasserted, express or implied, direct or derivative, foreseen or unforeseen, suspected or unsuspected, known or unknown, matured or unmatured, fixed, contingent or vested, accrued or unaccrued, liquidated or unliquidated, of any kind or nature or description whatsoever, whether based in statute, equity, common law, contact, tort, or any other grounds or authority or otherwise, which the Releasing Settlement Party ever had, or now has, against the Released Settlement Parties arising out of or in any way connected with, related to, or referred to in the Patheon Agreements and/or the Patheon Claim, up to and including the date of this Agreement, including, but not limited to, breach of contract, tortious interference, conspiracy, breach of fiduciary duty, defamation or any other potential legal or equitable theories asserted or that could have been asserted in any action (collectively, the "**Released Patheon Claims**").

7. Actions Necessary to Effectuate this Agreement. The Parties agree the Debtor is authorized, as of the Execution Date, to take all actions necessary to effectuate and reflect

the terms of this Agreement and the Order, including, but not limited to, amending the Chapter 11 Budget and purchasing and/or altering any director and officer liability insurance applicable to the Debtor.

8. **Covenant Not to Sue in the Future.** The Parties forever waive, release, and covenant not to sue or file or assist with suing or filing any lawsuit or claim against any Party with any court, governmental agency, or other entity, whether known or unknown at the time of execution except in connection with an alleged breach of this Agreement by any such Party.

9. **Representations and Warranties.** By executing this Settlement Agreement and as a condition precedent to any obligations or liabilities of the Parties, each party expressly acknowledges, represents, and warrants that it (i) is not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Settlement Agreement; (ii) has been provided with the opportunity to discuss all aspects of this Settlement Agreement with legal counsel of its own choosing; (iii) has made its own investigation of the facts, has had a full opportunity to review the terms of the Settlement Agreement, and has and is relying solely upon its own knowledge and the advice of its own legal counsel; (iv) has carefully read and understood all of the provisions of this Settlement Agreement (v) knowingly waives any claim that this Settlement Agreement was induced by any misrepresentation, omission, or nondisclosure and any right to rescind or avoid this Settlement Agreement based upon presently existing facts, known or unknown; (vi) is the lawful owner of the claims and the potential claims released in this Settlement Agreement; (vii) has full capacity and authority to settle, compromise, and release the claims or potential claims released herein and to enter into this Settlement Agreement; (viii) no other person or entity has inherited, acquired, or has been assigned, or will in the future inherit, acquire, or have any right to assert any portion of the claims or potential claims released in this Settlement Agreement; and (ix) knows of no other person or entity that intends to assert a claim by, through, under, or on its behalf relating to the claims released in this Settlement Agreement. Each Party stipulates that it is relying upon these representations and warranties and the representations and warranties shall survive the execution of this Settlement Agreement.

10. **Waiver of Cal. Civ. Code § 1542.** In connection with the release of the Released Patheon Claims, the Parties shall be deemed to have waived any and all provisions, rights, and benefits conferred by section 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code section 1542, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete waiver and release in accordance with the terms set forth in Sections 5 and 6

above, the Parties Patheon acknowledge that this release is intended to include in its scope all Released Patheon Claims arising from the present dispute which the Parties do not know or suspect to exist in their favor at the time of execution of this Agreement, and that this release contemplates the extinguishment of any such claim or claims. The Parties expressly waive any right to assert hereafter that any claims were excluded from this Agreement through ignorance, oversight, error, or otherwise.

In addition to the foregoing, the Parties hereby expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent claims with respect to the Patheon Claims and the Released Patheon Claims, whether or not concealed or hidden, without regard to any subject, discovery or existence of different or additional facts.

11. No Rescission or Termination. As a part of the foregoing releases, each Party acknowledges that it understands and accepts the risk that the facts with respect to which this Agreement is entered into may be different from the facts now known or believed by it to be true. From and after the Execution Date of this Agreement, this Agreement shall not be subject to termination or rescission by virtue of any such differences in fact. In entering into this Agreement, and the releases given hereunder, each of the Parties acknowledges that it has conducted its own independent investigation, has consulted with legal counsel of its own choice, and has not relied on any statement, representation, promise, inducement, or agreement expressly contained within this Agreement.

12. Consultation with Attorneys. The Parties understand and acknowledge that they have had the opportunity to retain independent counsel to represent them in connection with their consideration of this Agreement. The Parties represent and warrant that each of them has undertaken its own investigation of the facts and is relying solely upon its own knowledge and the advice of its counsel. The Parties further represent and warrant to each other that they have each consulted with counsel and other advisors with respect to the preparation, negotiation, and execution of this Agreement to the extent they deemed such consultation necessary or appropriate, and have been provided with a reasonable period of time to consider and execute this Agreement. The Parties, therefore, stipulate and agree that this Agreement shall not be construed against any Party as the drafter thereof. All provisions of this Agreement have been negotiated by the Parties at arm's length, and no Party shall be deemed the scrivener of this Agreement. The Parties agree and direct that the rule of contract construction providing that ambiguous contract terms should be interpreted against the drafting party shall not apply nor be applied to this Agreement. The representations and warranties contained in this Section shall survive the execution of this Agreement.

13. General Provisions.

13.1 Voluntary Agreement. The Parties acknowledge that they have read this Agreement and understand all of its terms and that this Agreement is executed voluntarily, without duress, and with full knowledge of its legal significance.

13.2 No Assignment. The Parties represent and warrant to each other that such party is

the only person or entity who, to its knowledge, has any interest in any claims, causes of action, costs or demands, herein released and that none of such claims, causes of action, costs or demand, nor any part thereof, has been assigned, granted or transferred in any way to any person, persons, entity or entities.

13.3 Authority to Execute Agreement. Each person whose signature appears hereon individually represents and warrants to the other Party that he or she has been fully authorized, and has fully authority, to execute this Agreement on behalf of the entity on whose behalf he or she executed this Agreement.

13.4 Counterparts. This Agreement may be executed in two or more counterparts, including electronic or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 Interpretation. This Agreement has been negotiated at arm's length between persons (or their representatives) sophisticated and knowledgeable in the matters dealt within this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

13.6 Notices. Any notice, request, instruction, or other document or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given (i) upon receipt if delivered in person, by a messenger or nationally recognized courier service; or (ii) five business days after being deposited in the U.S. mail, certified or registered, return receipt requested, postage prepaid, and addressed as follows:

If to Debtor, delivered to:

Tricida, Inc.
2108 N St., Suite 4935
Sacramento, CA 95816

with a courtesy copy (which shall not constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Geoff Levin, Sam Newman and Charles Persons
Email: glevin@sidley.com, sam.newman@sidley.com, cpersons@sidley.com

If to Consenting Noteholder, delivered to

Davis Polk & Wardwell LLP

450 Lexington Avenue
New York, New York 10017
Attention: Darren Klein and Abraham Bane
Email:darren.klein@davispolk.com,
abraham.bane@davispolk.com

If to Patheon, delivered to:

Patheon Austria GmbH & Co. KG
St. Peter Strasse 25
4020 Linz, Austria
Attention: Michael Stanek, Klaus Hilber and Sandra Spitzer
E-mail address: michael.stanek@thermofisher.com,
Klaus.hilber@thermofisher.com,
Sandra.spitzer@thermofisher.com

with a courtesy copy (which shall not constitute notice) to:

Thompson Hine LLP
312 Walnut Street, Suite 2000
Cincinnati, OH 45202
Attention: Louis F. Solimine and Tony J. Hornbach
Email: louis.solimine@thompsonhine.com,
tony.hornbach@thompsonhine.com

Any notice given by deliver, mail, or courier shall be effective when received.

13.7 Governing law and Jurisdiction. This Agreement is made and entered into under the laws of the State of New York and Title 11 of the United States Code, and shall be interpreted, applied, and enforced under those laws. The Parties agree that this Agreement shall be governed by the laws of the State of New York and Title 11 of the United States Code, and any litigation concerning this Agreement shall be held in the venue of the United States Bankruptcy Court for the District of Delaware. Each of the Parties consents to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware as to any litigation or dispute that arises from or relates to this Agreement or any breach thereof.

13.8 Severability. If any provision of this Agreement is held to be unenforceable, such provision will be considered separate, distinct, and severable from the other remaining provisions of this Agreement (except for Sections 5 and 6), and will not affect the validity or enforceability of such other remaining provisions, and that, in all other respects, this Agreement will remain in full force and effect. If any provision of this Agreement is held to be unenforceable as written but may be made to be enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

13.9 Entire Agreement. This Agreement constitutes the complete, exclusive, and final agreement between the Parties concerning the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties or any of their agents, shareholders, representatives, or attorneys, with regard to the subject matter, basis, or effect of this Agreement. The Parties acknowledge that they have not relied on any representations, inducements, promises, agreements, or warranties, oral or otherwise, which are not expressly embodied in this Agreement. Rather, the Parties relied entirely upon their own judgment, beliefs, and interest and the advice of their own counsel, and had a reasonable period of time to consider this Agreement.

[*Signature Pages to Follow*]

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, KNOW THE CONTENTS THEREOF, FULLY UNDERSTAND IT, AND SIGN THE SAME AS ITS OWN FREE ACT.

IN WITNESS WHEREOF, the Parties to this Agreement have read, understood and agreed to the terms of this Agreement, and have voluntarily executed the Agreement as of the dates set forth below by and through their undersigned and duly authorized representatives.

[●]:

_____

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TRICIDA, INC.,[1]	Case No. 23-10024 (JTD)
Debtor.	**Re: Docket No. 444**

ORDER, PURSUANT TO SECTION 105(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019, APPROVING THE SETTLEMENT AGREEMENT

Upon consideration of the motion (the "Motion")[2] of the Debtor for entry of an order (this "Order"), pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, approving the Settlement Agreement, a copy of which is attached hereto as **Exhibit 1**, as more fully set forth in the Motion; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b) and that this Court may enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and the hearing thereon having been given as set forth in the Motion; and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided except as provided herein; and it appearing that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief

[1] 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 2108 N Street, Suite 4935, Sacramento, CA 95816.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

requested in the Motion is in the best interests of the Debtor, its estate, creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein. The objection to the Motion filed by the U.S. Securities and Exchange Commission [Dkt No. 470] has been resolved by the Court's ruling at plan confirmation with respect to the plan releases, and therefore such objection is denied as moot. All other objections hereto are overruled with prejudice.

2. Pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, the Settlement Agreement is approved, and the terms and conditions of the Settlement Agreement are incorporated into this Order as if fully set forth herein.

3. As set forth in the Settlement Agreement, Patheon shall be deemed a Released Party under the Plan upon the re-noticing of Holders of Claims in Classes 5 and 6 that did not execute and timely return the Release Opt-Out, as required by the *Findings of Fact, Conclusions of Law, and Order Confirming the Fifth Amended Chapter 11 Plan of Liquidation for Tricida, Inc.* [Dkt. No. 515].

~~3.~~4. The Debtor is authorized to execute and deliver all instruments and documents, and take such other action as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

~~4.~~5. The Debtor's claims agent in this chapter 11 case is authorized to take such further action as may be necessary or appropriate to implement and effectuate the relief granted by this Order.

~~5.~~6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order or the Settlement Agreement.