
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

Melinta Therapeutics, Inc.
(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

58549G 100
(CUSIP Number)

Anna Kim, Esq.
Vatera Healthcare Partners LLC
c/o Vatera Holdings LLC
499 Park Ave, 23rd Floor
New York, NY 10022
(212) 590-2950

With a copy to:
Gordon R. Caplan, Esq.
Sean M. Ewen, Esq.
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
212-728-8000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 28, 2017
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this statement on Schedule 13D (this "Schedule 13D"), and is filing this Schedule 13D because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Vatera Healthcare Partners LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 6,729,459
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 6,729,459
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,729,459	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.7% (1)	
14	TYPE OF REPORTING PERSON OO	

- (1) Calculations are based upon approximately 21.9 million shares of Common Stock of the Issuer outstanding as of November 3, 2017, as reported in the Issuer's Form 8-K dated November 3, 2017.

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Vatera Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 6,729,459
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 6,729,459
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,729,459	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.7% (1)	
14	TYPE OF REPORTING PERSON OO	

- (1) Calculations are based upon approximately 21.9 million shares of Common Stock of the Issuer outstanding as of November 3, 2017, as reported in the Issuer's Form 8-K dated November 3, 2017.

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Kevin Ferro	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 6,729,459
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 6,729,459
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,729,459	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.7% (1)	
14	TYPE OF REPORTING PERSON IN	

- (1) Calculations are based upon approximately 21.9 million shares of Common Stock of the Issuer outstanding as of November 3, 2017, as reported in the Issuer's Form 8-K dated November 3, 2017.

This Amendment No. 1 (the "Amendment") amends the Schedule 13D originally filed with the Securities and Exchange Commission on November 3, 2017 (the "Original Schedule 13D") and, collectively with the Amendment, the "Schedule 13D") with respect to the shares of common stock, par value \$0.001 per share (the "Common Stock"), of Melinta Therapeutics, Inc. (the "Issuer"), whose principal executive offices are located at 300 George Street, Suite 301, New Haven, CT 06511. Capitalized terms used without definition in this Amendment have the meanings ascribed thereto in the Original Schedule 13D.

Item 4. Purpose of Transaction.

Item 4 is hereby supplemented as follows:

On November 28, 2017, the Issuer entered into a Purchase and Sale Agreement (the "Purchase Agreement") with The Medicines Company, a Delaware corporation ("MedCo"), pursuant to which the Issuer will acquire the capital stock of certain subsidiaries of MedCo and certain other assets related to MedCo's infectious disease business unit.

Concurrently with the execution of the Purchase Agreement, certain stockholders of the Issuer, including Vatera Healthcare, entered into a Voting Agreement (the "Voting Agreement") with MedCo, pursuant to which, among other things, the Reporting Persons agreed to vote their shares of Common Stock in favor of the transactions contemplated by the Purchase Agreement.

The foregoing description of the Voting Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Voting Agreement, which is incorporated by reference herein. The Voting Agreement is attached as Exhibit 4 to this Amendment.

In connection with the Purchase Agreement, Vatera Healthcare entered into an equity commitment letter (the "Equity Commitment Letter") with the Issuer, pursuant to which Vatera Healthcare has committed to purchase 2,000,000 shares of Common Stock for a purchase price per share of \$13.50, representing 90% of the closing price for the Common Stock on November 28, 2017. In addition, pursuant to the Equity Commitment Letter, Vatera Healthcare or its assignees have the option to purchase an additional \$10 million of shares of Common Stock at a price per share equal to 90% of the volume weighted average price for the 10 trading day period ending three trading days prior to the closing of the transactions contemplated in the Purchase Agreement.

The foregoing description of the Equity Commitment Letter does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the full text of the Equity Commitment Letter, which is incorporated by reference herein. The Equity Commitment Letter is attached as Exhibit 5 to this Amendment.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby supplemented as follows:

As described in Item 4 above, on November 28, 2017, Vatera Healthcare entered into the Voting Agreement and an Equity Commitment Letter in connection with the Purchase Agreement.

Item 7. Materials to be Filed as Exhibits

Item 7 is hereby supplemented as follows:

Exhibit Number	Description
4.	Voting Agreement, dated as of November 28, 2017, by and among MedCo, Vatera Healthcare, LUPA GmbH, JWC Rib-X LLC, Malin Life Sciences, Falcon Flight LLC and Quaker Bioventures II, LP
5.	Equity Commitment Letter, dated as of November 28, 2017, by and between the Issuer and Vatera Healthcare.

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this Schedule 13D/A is true, complete and correct.

Dated: November 29, 2017

VATERA HEALTHCARE PARTNERS LLC

By: Vatera Holdings LLC, its Manager

By: /s/ Kevin Ferro
Name: Kevin Ferro
Title: Chief Executive Officer, Chief Investment
Officer and Managing Member

VATERA HOLDINGS LLC

By: /s/ Kevin Ferro
Name: Kevin Ferro
Title: Chief Executive Officer, Chief Investment
Officer and Managing Member

/s/ Kevin Ferro
Kevin Ferro

VOTING AGREEMENT

This Voting Agreement (this "Agreement") is made and entered into as of November 28, 2017, between The Medicines Company, a Delaware corporation ("MedCo"), and the Persons whose names appear on the signature pages hereto (each such Person, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

A. Promptly after the execution of this Agreement, MedCo and Melinta Therapeutics, Inc., a Delaware corporation (the "Company"), intend to enter into a Purchase and Sale Agreement containing terms materially consistent with those set forth in the Letter of Intent attached hereto as Exhibit A (the "Purchase Agreement"), pursuant to which the Company will acquire certain assets of, and assume certain related liabilities of, MedCo, all upon the terms and subject to the conditions set forth therein.

B. The Stockholders agree to enter into this Agreement with respect to shares of Voting Stock (as defined below) held by the Stockholders.

C. As of the date hereof, the Stockholders are the owners of, and have either sole or shared voting power over, such number of shares of Voting Stock as are indicated opposite each of their names on Schedule A attached hereto.

E. Each of MedCo and the Stockholders have determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, except as set forth in the Preamble hereto, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such Person. The term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms "controlled", "controlling", and "under common control with" have meanings correlative thereto. Notwithstanding the foregoing, no Stockholder shall be deemed an Affiliate of the Company or MedCo, and vice versa.

“Beneficially Own”, “Beneficial Owner” or “Beneficial Ownership” shall have the meaning (or the correlative meaning, as applicable) set forth in Rule 13d-3 and Rule 13d-5(b)(i) of the rules and regulations promulgated under the Securities Exchange Act.

“Expiration Time” shall mean (a) in the event that the Company and Medco execute the Purchase Agreement, the earlier to occur of (i) the Closing Date and (ii) such date and time as the Purchase Agreement shall be terminated in accordance with its terms and (b) in the event that the Company and Medco do not execute the Purchase Agreement, the earlier to occur of (i) December 31, 2017 and (ii) the date that Medco enters into a definitive agreement with a third party, other than the Company or its Affiliates, regarding the sale or other disposition of those certain assets of MedCo contemplated by the Letter of Intent attached hereto as Exhibit A.

“Hedging Activities” means any forward sale, hedging or similar transaction involving any Voting Stock, including any transaction by which any economic risks and/or rewards or ownership of, or voting rights with respect to, any such Voting Stock are Transferred or affected.

“Joinder Agreement” means a joinder to this Agreement reasonably satisfactory to MedCo evidencing a transferee’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as each Stockholder.

“SEC” shall mean the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Term” means the period from the date hereof until the Expiration Time.

“Transfer” shall mean any direct or indirect sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, or entry into any Contract with respect to any sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, excluding entry into this Agreement and the Purchase Agreement and the consummation of the transactions contemplated hereby and thereby.

“Voting Stock” shall mean, any Company Common Stock or any securities convertible into, exchangeable for or otherwise exercisable to acquire Company Common Stock or any other securities having (or being convertible into, exchangeable for or otherwise exercisable to acquire any securities having) the ordinary power to vote in the election of members of the Board of Directors of the Company, or any right to acquire within sixty days any of the foregoing, whether now owned or hereafter acquired.

2. Subject Shares. Each Stockholder agrees that any Voting Stock that such Stockholder Beneficially Owns or owns of record shall be subject to the terms and conditions of this Agreement so long as such Voting Stock is Beneficially Owned or owned of record by such Stockholder.

3. Restrictions Prior to Expiration Time.

3.1 No Transfer of Voting Stock. Until the Expiration Time, each Stockholder agrees not to: (x) Transfer any Voting Stock, (y) directly or indirectly engage in any Hedging Activities or (z) deposit any Voting Stock into a voting trust or enter into a voting agreement with respect to Voting Stock or grant any proxy, consent or power of attorney with respect thereto (other than pursuant to this Agreement); provided that any Stockholder may Transfer any such Voting Stock to any other Stockholder or any Affiliate of any such Stockholders if such Affiliate transferee executes a Joinder Agreement (each, a "Permitted Transferee").

3.2 The limitations set forth in Section 3.1 shall not apply to (x) any Transfer as to which MedCo gives its prior written consent or (y) any Transfer to another Stockholder or any of their respective Affiliates who has executed a Joinder Agreement.

3.3 Non-permitted Transfers. Any Transfer or attempted Transfer of any Voting Stock in violation of this Section 3 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

4. Agreement to Consent and Approve Prior to Expiration Time.

4.1 Until the Expiration Time, no Stockholder shall enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Voting Stock that is inconsistent with this Agreement or otherwise take any other action with respect to the Voting Stock that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby, including the receipt of the Buyer Stockholder Approval and the consummation of the transactions contemplated by the Purchase Agreement.

4.2 Until the Expiration Time, at any meeting of the stockholders of the Company, however called, or at any postponement or adjournment thereof, called to seek the affirmative vote of the holders of the outstanding shares of Voting Stock to approve the transactions contemplated by the Purchase Agreement (including any financing related thereto) or in any other circumstances upon which a vote, consent or other approval with respect to the Purchase Agreement or the transactions contemplated by the Purchase Agreement is sought, each Stockholder shall vote (or cause to be voted) all shares of Voting Stock currently or hereinafter owned by such Stockholder in favor of the foregoing.

4.3 Until the Expiration Time, at any meeting of the stockholders of the Company, however called, or at any postponement or adjournment thereof or in any other circumstances upon which any Stockholder's vote, consent or other approval (including by written consent) is sought, each Stockholder shall vote (or cause to be voted) all shares of Voting Stock (to the extent such Voting Stock are then entitled to vote thereon), currently or hereinafter owned by such Stockholder against and withhold consent with respect to (i) any action or agreement that has or would be reasonably likely to result in any conditions to Medco's or the Company's obligations under Article X of the Purchase Agreement not being fulfilled, (ii) any

amendments to the Company's certificate of incorporation or bylaws if such amendment would reasonably be expected to prevent or delay the consummation of the Closing or (iii) any other action or agreement that is intended, or could reasonably be expected, to impede, interfere with, delay, or postpone the transactions contemplated by the Purchase Agreement or change in any manner the voting rights of any class of stock of the Company. No Stockholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

5. Litigation. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company, MedCo or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into this Agreement or the Purchase Agreement.

6. Legend on Securities; Stop Transfer Order.

(a) MedCo and the Company may make a notation on its records or give instructions to any transfer agents or registrars for the Voting Stock in order to implement the restrictions on Transfer set forth in this Agreement.

(b) In connection with any Transfer of shares of Voting Stock, the transferor shall provide MedCo with such certificates, opinions and other documents as MedCo may reasonably request to assure that such Transfer complies fully with this Agreement.

(c) In furtherance of this Agreement, from and after the Closing Date, the Stockholders shall and hereby do authorize MedCo to notify MedCo's transfer agent that there is a stop transfer order with respect to all Voting Stock subject to this Agreement (and that this Agreement places limits on the transfer of the Voting Stock). The Stockholders further agree to permit MedCo, from and after the Closing, not to register the transfer of any certificate representing any of the Voting Stock unless such transfer is made in accordance with the terms of this Agreement.

7. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to MedCo as follows:

7.1 Organization. If such Stockholder is a corporation, partnership, limited liability company, limited liability partnership, syndicate, trust, association, organization or other entity, such Stockholder is duly organized, validly existing, and in good standing under the laws of the State of its respective jurisdiction.

7.2 Due Authority. Such Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding

agreement of such Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

7.3 Ownership of the Voting Stock. As of the date hereof, such Stockholder is the owner of the shares of Voting Stock indicated on Schedule A hereto opposite such Stockholder's name, free and clear of any and all Liens, other than those created by this Agreement. Such Stockholder has and will have until the Expiration Time either sole or shared voting power (including the right to control such vote as contemplated herein), power of disposition, power to issue instructions with respect to the matters set forth in this Agreement and power to agree to all of the matters applicable to such Stockholder set forth in this Agreement, in each case, over all shares of Voting Stock currently or hereinafter owned by such Stockholder. As of the date hereof, such Stockholder does not own any capital stock or other voting securities of the Company, other than the shares of Voting Stock set forth on Schedule A opposite such Stockholder's name. As of the date hereof, such Stockholder does not own any rights to purchase or acquire any shares of capital stock or other equity securities of the Company, except as set forth on Schedule A opposite such Stockholder's name.

7.4 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of the obligations under this Agreement and the compliance by such Stockholder with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to such Stockholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of such Stockholder, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the shares of Voting Stock owned by such Stockholder pursuant to any Contract to which such Stockholder is a party or by which such Stockholder is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority or any other Person is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

7.5 Absence of Litigation. As of the date hereof, there is no Legal Proceeding pending against, or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

7.6 Absence of Other Voting Agreement. Except for this Agreement and the Purchase Agreement, such Stockholder has not: (i) entered into any voting agreement, voting trust or similar agreement with respect to any Voting Stock or other equity securities of the Company owned by such Stockholder, or (ii) granted any proxy, consent or power of attorney with respect to any Voting Stock owned by such Stockholder (other than as contemplated by this Agreement or with another Stockholder who has executed this Agreement).

8. Representations and Warranties of MedCo. MedCo hereby represents and warrants to the Stockholders as follows:

8.1 Organization. MedCo is duly organized, validly existing, and in good standing under the laws of its state of incorporation.

8.2 Due Authority. MedCo has the full power and authority to make, enter into and carry out the terms of this Agreement. The execution and delivery of this Agreement by MedCo and the consummation by MedCo of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of MedCo. This Agreement has been duly and validly executed and delivered by MedCo and constitutes a valid and binding agreement of MedCo enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

8.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by MedCo does not, and the performance by MedCo of the obligations under this Agreement and the compliance by MedCo with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to MedCo, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of MedCo, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under any Contract to which MedCo is a party or by which MedCo is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of MedCo to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority or any other Person is required by or with respect to MedCo in connection with the execution and delivery of this Agreement or the consummation by MedCo of the transactions contemplated hereby, except for filings with the SEC of such reports under the Securities Exchange Act as may be required in connection with this Agreement and the consummation of the transactions contemplated hereby.

8.4 Absence of Litigation. As of the date hereof, there is no Legal Proceeding pending against, or, to the knowledge of MedCo, threatened against MedCo that would reasonably be expected to materially impair the ability of MedCo to perform the obligations of MedCo hereunder or to consummate the transactions contemplated hereby.

9. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any of the Stockholders' designees serving on the board of directors of MedCo or the Company from taking any action while acting in such designee's capacity as a director of MedCo or the Company. Each Stockholder is entering into this Agreement solely in its capacity as the owner of such Stockholder's shares of Voting Stock.

10. Further Assurances. The Stockholders shall, without further consideration, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as MedCo may reasonably request in order to vest, perfect, confirm or record the rights granted to MedCo under this Agreement.

11. Joinder; Certain Events.

11.1 During the Term, in the event any Stockholder Transfers any shares of Voting Stock to a Person as permitted by and in accordance with this Agreement, such transferee shall be required, as a condition to such Transfer, to execute and deliver to MedCo a Joinder Agreement.

11.2 Except as provided in Section 11.1, the Stockholders agree that this Agreement and the obligations hereunder shall attach to the shares of Voting Stock referenced in Section 2 and shall be binding on any Person to which legal or beneficial ownership of such shares of Voting Stock shall pass, whether by operation of Law or otherwise. In the event of any stock split, stock dividend, merger, amalgamation, reorganization, recapitalization or other change in the capital structure of the Company or, after the Closing Date, MedCo, affecting the Voting Stock, the number of shares of Voting Stock shall be deemed adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional shares of Voting Stock so issued to or acquired by the Stockholders.

12. Termination. Except as set forth herein with respect to specific provisions hereof, this Agreement shall not terminate and shall remain in full force and effect until the end of the Term; provided that nothing herein shall relieve any party from liability for any intentional breach of this Agreement prior to such termination.

13. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in MedCo any direct or indirect ownership or incidence of ownership of or with respect to the Stockholders' shares of Voting Stock. All rights, ownership and economic benefits of and relating to the Stockholders' shares of Voting Stock shall remain vested in and belong to the Stockholders, and MedCo shall have no authority to direct the Stockholders in the voting or disposition of any of the shares of Voting Stock except as otherwise provided herein.

14. Miscellaneous.

14.1 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

14.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Closing Date or the termination of this Agreement. This Section 14.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Closing Date or the termination of this Agreement.

14.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any of the parties hereto without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

14.4 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

14.5 Enforcement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties hereto shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware or the

United States District Court for the District of Delaware), this being in addition to any other remedy to which such party is entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

14.6 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

- (i) if to any Stockholder, to the address set forth on such Stockholder's signature page attached hereto:

with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Telephone: (212) 728-8000
Fax: (212) 728-9867
Attention: Gordon Caplan, Esq.
Sean M. Ewen, Esq.

- (ii) if to MedCo, to:

The Medicines Company
8 Sylvan Way
Parsippany, New Jersey 07054
Attention: Stephen Rodin
Facsimile: (973) 656-9898
E-mail: stephen.rodin@themedco.com

with a concurrent copy to (which shall not be considered notice):

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281
Attention: Gregory P. Patti, Jr.
Andrew P. Alin
Facsimile: (212) 504-6666
E-mail: greg.patti@cwt.com
andrew.alin@cwt.com

14.7 Governing Law; Submission to Jurisdiction. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware or the United States District Court for the District of Delaware), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

14.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties hereto with respect to the subject matter hereof. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

14.10 Counterparts; Facsimile Signature. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by facsimile signature or other electronic signature and such signature shall constitute an original for all purposes.

14.11 Effect of Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

14.12 No Presumption Against Drafting Party. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. Each of the parties hereto acknowledges that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

14.13 Expenses. Except as otherwise provided herein or in the Purchase Agreement, all fees and expenses incurred in connection with or related to this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees or expenses, whether or not such transactions are consummated. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by the other.

14.14 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Purchase Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or affiliate of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

THE MEDICINES COMPANY

By: /s/ Stephen M. Rodin
Name: Stephen M. Rodin
Title: Executive Vice President and
General Counsel

[Signature page to Voting Agreement]

STOCKHOLDERS:

VATERA HEALTHCARE PARTNERS LLC

By: Vatera Holdings LLC, as manager

By: /s/ Kevin Ferro

Name: Kevin Ferro

Title: CEO

Notice Address:

c/o Vatera Holdings LLC
499 Park Avenue 23rd Floor
New York, NY 10022

[Signature page to Voting Agreement]

LUPA GmbH

By: /s/ Bernhard Muller

Name:

Title:

Notice Address:

[Signature page to Voting Agreement]

JWC RIB-X LLC

By: /s/ Christopher Eklund

Name: Christopher Eklund

Title: Managing Director

Notice Address:

[Signature page to Voting Agreement]

MALIN LIFE SCIENCES HOLDINGS LIMITED

By: /s/ Sean E. Murphy

Name: Sean E. Murphy

Title: Executive VP

Notice Address:

[Signature page to Voting Agreement]

FALCON FLIGHT LLC

**By: TDM VENTURES LLC,
its Managing Member**

By: /s/ Erik S. Akhund
Name: Eric S. Akhund
Title: Managing Member

Notice Address:

[Signature page to Voting Agreement]

QUAKER BIOVENTURES II, LP

By: Quaker Bioventures II, L.P., its General Partner

By: Quaker Bioventures II, LLC, its General Partner

By: /s/ P. Sherrill Neff

Name: P. Sherrill Neff

Title: Executive Manager

Notice Address:

[Signature page to Voting Agreement]

November 28, 2017

Melinta Therapeutics, Inc.
300 George Street
Suite 301
New Haven, CT 06511

Re: Equity Financing Commitment

Ladies and Gentlemen:

Reference is made to that certain Purchase and Sale Agreement, dated as of the date hereof (as amended, supplemented or modified from time to time, the "Purchase Agreement"), by and among Melinta Therapeutics, Inc., a Delaware Corporation ("Buyer"), and The Medicines Company, a Delaware corporation ("Seller Parent"), pursuant to which, upon the terms and subject to the conditions set forth therein, among other things, on the Closing Date, Seller Parent will sell, and cause the other Sellers to sell, to Buyer, and Buyer will purchase, the Business through the purchase from Sellers of all of the Acquired Assets, consisting of the Transferred Shares and Transferred Assets, and Buyer will assume the Assumed Liabilities (together with the other transactions contemplated by the Purchase Agreement and the transactions contemplated by the Ancillary Agreements upon the terms and conditions set forth herein and therein, the "Transactions"). Except as otherwise set forth herein, capitalized terms used and not defined herein but defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement. This letter is being delivered by the undersigned equity investor (the "Equity Investor") to Buyer in connection with the execution of the Purchase Agreement.

1. Commitment. This letter confirms the commitment of the Equity Investor, subject to the conditions set forth in the next sentence of this Section 1, to purchase (or cause an assignee permitted by the terms of Section 3 hereof to purchase), prior to or substantially contemporaneously with the Closing, directly or indirectly through one or more intermediate entities, 2,000,000 shares of Buyer Common Stock (the "Subject Equity Securities") for an aggregate purchase price equal to Twenty-Seven Million Dollars (\$27,000,000) (such commitment, the "Equity Commitment") solely for the purpose of funding (i) the Purchase Price and the other payments under Article II and Article III of the Purchase Agreement (including any amounts payable by Buyer pursuant to Section 3.3(k) of the Purchase Agreement, if any), (ii) any and all fees, premiums and expenses required to be paid by Buyer in connection with the Transactions, and (iii) all other payment obligations of Buyer contemplated under the Purchase Agreement, in each case, in accordance with, and subject in all respects to, the terms of the Purchase Agreement and this letter, and not for any other purpose, it being understood that the Equity Investor (together with its successors and permitted assigns) shall not under any circumstances be obligated to purchase any equity of, or make any other payment to or investment in, Buyer other than the purchase of the Subject Equity Securities pursuant to the terms hereof for an aggregate purchase price equal to the Equity Commitment. Notwithstanding anything herein to the contrary, the aggregate liability of the Equity Investor under this letter shall at no time exceed the Equity Commitment. The obligation of the Equity Investor (or its successors and permitted assigns) to fund the Equity Commitment (a) is subject in all respects to

the satisfaction (or waiver by Buyer) of all of the conditions precedent to Buyer's obligations to consummate the Transactions set forth in Sections 10.1 and 10.3 of the Purchase Agreement (other than those conditions to be satisfied by the delivery of documents or the taking of actions at the Closing itself, but subject to such conditions being satisfied or duly waived at the Closing) and (b) subject to the foregoing clause (a), will occur prior to or contemporaneously with the Closing.

2. Termination. The Equity Investor's obligation to fund the Equity Commitment shall terminate automatically and immediately upon the earliest to occur of: (i) the valid termination of the Purchase Agreement in accordance with its terms, (ii) 30 days following the Outside Date if the Closing has not occurred unless, in the case of each of clauses (i) and (ii), a claim has been brought hereunder or under the Purchase Agreement pursuant to and in accordance with the terms and conditions hereof or thereof prior to, in the case of clause (i), such termination or, in the case of clause (ii), such 30-day anniversary; provided, that if such claim is brought, then the obligations of the Equity Investor to fund the Equity Commitment pursuant to the terms hereof shall not terminate pursuant to clause (i) or (ii), as the case may be, unless any of the following occurs: (x) a final, non-appealable resolution of such claim in favor of Buyer and/or the Equity Investor; (y) performance by the Equity Investor of all obligations imposed on it pursuant to a final, non-appealable resolution of such claim that is not in favor of Buyer or the Equity Investor; or (z) a written agreement signed by the Equity Investor, Buyer and Seller Parent terminating this letter, (iii) the assertion or commencement, directly or indirectly, of any Proceeding by Seller Parent or any of its Affiliates against the Equity Investor or any Specified Person (as defined below) relating to this letter, the Purchase Agreement, any Ancillary Agreement or any of the transactions contemplated hereby or the Transactions (including in respect of any oral representations made or alleged to be made in connection herewith or therewith), other than any claim by Seller Parent against the Equity Investor to enforce the Equity Investor's obligation to fund the Equity Commitment in accordance with, and solely to the extent permitted under, the terms and conditions hereof, and (iv) consummation of the Closing. Upon such termination pursuant to this Section 2, the Equity Investor shall not have any further obligation or liability hereunder with respect to the Equity Commitment, which shall become null and void ab initio. For the avoidance of doubt, nothing herein shall prevent or limit Seller Parent's right to bring a claim at law or in equity against Buyer pursuant to and in accordance with the Purchase Agreement, the Confidentiality Agreement, or any other Ancillary Agreement to which Buyer is a party, it being understood and agreed that no such claim shall affect the Equity Investor's Equity Commitment hereunder.

3. Assignment. Neither the Equity Investor nor Buyer may assign or delegate (whether by operation of law, merger, consolidation or otherwise) their respective rights, interests or obligations hereunder to any other Person without the prior written consent of each of the other parties hereto and Seller Parent, except for any such assignment made in connection with the assignment of Buyer's rights, obligations and liabilities under the Purchase Agreement pursuant to, and in accordance with, the provisions set forth in Section 13.1 thereof; provided, that notwithstanding the foregoing, the rights provided pursuant to Section 14 shall be automatically assigned to any Assignee (as defined below), without the prior written consent of the other parties hereto and Seller Parent, in respect of the Subject Equity Securities and Purchase Option Shares acquired by such Assignee upon the assignment of all or a portion of the Equity Investor's obligation to fund the Equity Commitment or its right to exercise all or a

portion of the Purchase Option (as defined below), as applicable, to such Assignee. Seller Parent's rights under this Section 3, Section 5(b) and Section 8 and Seller Parent's obligations under Section 6 of this letter shall not be assigned without the prior written consent of the Equity Investor. Any attempted assignment not in accordance with the foregoing shall be null and void and of no force or effect. Notwithstanding the foregoing, the Equity Investor may assign all or a portion of its obligation to fund the Equity Commitment or its right to exercise all or a portion of the Purchase Option to one or more affiliated investment funds or other co-investors (which co-investors may include, for the avoidance of doubt, third party investors that are not affiliated with the Equity Investor or its Affiliates) (any such assignee, an "Assignee") without obtaining the prior written consent of the other parties hereto and Seller Parent, but no such assignment shall relieve the Equity Investor of its obligations hereunder.

4. No Third Party Beneficiaries. Except to the extent set forth in Section 5, this letter shall be binding solely on, and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns, and nothing set forth in this letter, express or implied, shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Buyer to enforce, the Equity Commitment or any provisions of this letter.

5. Limited Recourse; Enforcement.

(a) Notwithstanding anything that may be expressed or implied in this letter or any document or instrument delivered in connection herewith, Buyer, by its acceptance of the benefits of the Equity Commitment provided herein, covenants, agrees and acknowledges (i) that no Person other than the Equity Investor (and its respective successors and permitted assigns) shall have any obligation hereunder or in connection with the transactions contemplated hereby, (ii) in no event shall Buyer seek, and Buyer shall cause each of its Affiliates not to seek, any damages or any other recovery, judgment, or remedies of any kind, including special, exemplary, consequential, indirect or punitive damages, or damages arising from loss of profits, business opportunities or goodwill, diminution in value or any other losses or damages, whether at law, in equity, in contract, in tort or otherwise, against the Equity Investor or any Specified Person, in each case, other than seeking specific performance of Buyer's right to cause the Equity Investor to fund the Equity Commitment in accordance with, and solely to the extent permitted under, the terms and conditions hereof (together with any claim by Seller Parent against the Equity Investor to enforce the Equity Investor's obligation to fund the Equity Commitment in accordance with, and solely to the extent permitted under, the terms and conditions hereof, the "Non-Prohibited Claims"), and (iii) that, notwithstanding that the Equity Investor may be, or any of its successors and permitted assigns may be, a limited partnership, neither it nor any Specified Person shall have any right of recovery against, and no recourse shall be had against, and no personal liability shall attach to, any of the former, current or future direct or indirect equity holders, controlling persons, stockholders, directors, officers, employees, agents, general or limited partners, managers, members, Affiliates, attorneys or other Representatives of the Equity Investor or any of the Equity Investor's successors or assigns or any former, current or future director, officer, employee, direct or indirect equity holder, equity or other financing source, portfolio company, management company, controlling person, agent, general or limited partner, manager, member, stockholder, Affiliate, attorney or other Representative or successor or assign of any of the

foregoing (in each case, other than Buyer, Seller Parent, and the Equity Investor, and any Person to whom any of the foregoing has assigned its obligations hereunder in accordance with the terms hereof, a “Specified Person” and together, the “Specified Persons”), hereunder or under any documents or instruments delivered in connection herewith or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, whether by or through attempted piercing of the corporate (or limited liability company or limited partnership) veil, by or through a Proceeding (whether at law, in equity, in contract, in tort or otherwise) by or on behalf of the Equity Investor against any Specified Person, by the enforcement of any assessment or by any legal or equitable Proceeding, by virtue of any applicable Law, or otherwise, except, for the avoidance of doubt, for its rights to recover from the Equity Investor and its successors and permitted assigns (but not any other Person) under and to the extent provided in this letter and any other claims that are Non-Prohibited Claims; it being agreed and acknowledged that, except with respect to the Non-Prohibited Claims, no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Specified Person for any obligations of the Equity Investor or any of its successors or permitted assigns under this letter, the Purchase Agreement, any Ancillary Agreement or any documents or instruments delivered in connection herewith or therewith, in respect of any transaction contemplated hereby or thereby or in respect of any representations made or alleged to have been made in connection herewith or therewith or for any claim (whether at law, in equity, in contract, in tort or otherwise) based on, in respect of, or by reason of such obligations or their creation.

(b) Subject to Section 5(d), this letter may only be enforced by Buyer, and none of Buyer’s creditors and no other Person that is not a party to this letter shall have any right to enforce this letter or to cause Buyer to enforce this letter; provided, however, that notwithstanding the foregoing, Seller Parent is hereby made an express third party beneficiary of this letter with respect to Buyer’s right to directly seek specific performance of the Equity Investor’s obligation to fund the Equity Commitment hereunder at the Closing if and when required pursuant to Section 1, if and only in the event each of the conditions set forth in Section 10.1 and 10.3 of the Purchase Agreement has been satisfied or waived by Buyer (other than those conditions to be satisfied by the delivery of documents or the taking of actions at the Closing itself, but subject to such conditions being satisfied or duly waived at the Closing), subject to the terms and conditions set forth in this letter applicable to Buyer, including this Section 5, and for no other purpose (including any claim for monetary damages hereunder or under the Purchase Agreement except as expressly set forth herein and therein), and by its acceptance of the benefits of such rights, Seller Parent shall be subject to the terms and conditions set forth in this letter applicable to Seller Parent or Buyer, including this Section 5. In addition, nothing herein shall limit Seller Parent’s right under the Purchase Agreement to bring an action against Buyer to enforce Buyer’s rights under this letter to cause the Equity Investor to fund the Equity Commitment pursuant to the terms and conditions hereof. The Equity Investor agrees that irreparable damage would occur in the event that any of the provisions of this letter were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached and that neither Buyer nor Seller Parent shall be required to provide proof of actual damages or otherwise post or secure any bond in connection with or as a condition to obtaining specific performance as described in this Section 5(b).

(c) Other than as expressly set forth in Section 5(b), and except with respect to the Non-Prohibited Claims, Seller Parent's remedies against the Equity Investor under this letter shall, and are intended to, be Seller Parent's sole and exclusive direct or indirect remedies (whether at law, in equity, in contract, in tort or otherwise) available to Seller Parent and its Affiliates against the Equity Investor or any of the Specified Persons for any liability, loss, damage or recovery of any kind (including special, exemplary, consequential, indirect or punitive damages or damages arising from loss of profits, business opportunities or goodwill, diminution in value or any other losses or damages, whether at law, in equity, in contract, in tort or otherwise) arising under or in connection with any breach of the Purchase Agreement or any Ancillary Agreement (in each case whether willfully, intentionally, unintentionally or otherwise) or of the failure of the Transactions to be consummated for any reason or otherwise in connection with the transactions contemplated hereby or contemplated by the Ancillary Agreements and thereby or in respect of any representations or warranties made or alleged to have been made in connection herewith or therewith (whether or not Buyer's breach is caused by the breach by the Equity Investor of its obligations under this letter).

(d) The Specified Persons are express third-party beneficiaries of this Section 5.

6. Confidentiality. This letter shall be treated as confidential and is being provided to Buyer solely in connection with the Transactions. This letter may not be used, circulated, quoted or otherwise referred to in any document (other than the Purchase Agreement, any SEC filing made in connection with the Transactions or any proxy statement prepared in connection with the Transactions), except with the written consent of the Equity Investor; provided that no such written consent shall be required for the provision of a copy of this letter to Seller Parent in connection with the execution of the Purchase Agreement and Seller Parent is agreeing, by its acceptance thereof, to treat this letter as confidential on the terms contained in this Section 6; provided, further, that any party hereto may disclose the existence of this letter to the extent required by any Governmental Authority or applicable Law, so long as the disclosing party (a) promptly notifies the Equity Investor in reasonable detail of the circumstances giving rise to such required disclosure, (b) uses its reasonable best efforts to seek to limit such disclosure and maintain the confidentiality of this letter and the terms and conditions hereof and (c) uses its reasonable best efforts to give the Equity Investor an opportunity to comment on such disclosure and to incorporate such comments therein.

7. Governing Law; Consent to Jurisdiction.

(a) This letter (and any Claim or controversy arising out of or relating to this letter) shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Delaware state court, or federal court of the United States of America, in each case sitting in the City of Wilmington, County of New Castle, State of Delaware, and any appellate court from any thereof, in any action, suit or proceeding arising out of or relating to this letter or the transactions contemplated hereby or for recognition or enforcement of any judgment relating thereto, and each party hereby irrevocably and unconditionally: (i) agrees not to commence any such action, suit or proceeding except in such

courts; (ii) agrees that any claim in respect of any such action, suit or proceeding may be heard and determined in such Delaware state court or, to the extent permitted by applicable Law, in such federal court; (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action, suit or proceeding in any such Delaware state or federal court; and (iv) waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action, suit or proceeding in any such Delaware state or federal court. Each party agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

8. Entire Agreement; Amendments and Waivers. This letter, together with the Purchase Agreement, the Registration Rights Agreements (as defined below), the Ancillary Agreements, the other Commitment Letters and the Confidentiality Agreement, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings between any of the parties hereto with respect to the subject matter hereof and thereof. This letter may not be amended, and no provision hereof waived or modified, except by an instrument signed by each of the parties hereto and, except for any such amendment made (i) in connection with an assignment by the Equity Investor of all or a portion of its obligations to fund the Equity Commitment pursuant to this letter or (ii) in connection with an assignment of Buyer's rights, obligations and liabilities under the Purchase Agreement pursuant to, and in accordance with Section 13.1 thereof, Seller Parent, and in the case of a waiver, by the party against whom the waiver is to be effective.

9. Interpretation. The titles and captions in this letter are for reference purposes only, and shall not in any way define, limit, extend or describe the scope of this letter otherwise affect the meaning or interpretation of this letter. The words "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

10. Counterparts. This letter may be executed in one or more counterparts for the convenience of the parties hereto, each of which shall be deemed an original and all of which together will constitute one and the same instrument, and this letter shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. Delivery of an executed counterpart of a signature page to this letter by facsimile or electronic transmission shall be effective as delivery of a mutually executed counterpart to this letter.

11. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LETTER IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY

OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS LETTER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.

12. Severability. If any term or other provision of this letter is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this letter shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto; provided, however, that this letter may not be enforced (a) without giving effect to the provisions in Sections 1, 2, 3, 5(a), 5(c) and 5(d) of this letter (including by giving effect to any maximum dollar amounts set forth therein), or (b) if this letter would require the Equity Commitment to be funded at any time prior to the closing when required pursuant to Section 1 or for any purposes other than as expressly set forth in Section 1. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this letter so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

13. Representations and Warranties. The Equity Investor hereby represents and warrants to Buyer that:

(a) it has all limited partnership power and authority required to execute, deliver and perform this letter;

(b) the execution, delivery and performance of this letter has been duly and validly authorized and approved by all necessary action and do not contravene any provision of the Equity Investor's charter, partnership agreement, operating agreement or similar organizational documents or any Law binding on the Equity Investor;

(c) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this letter by the Equity Investor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this letter;

(d) this letter constitutes a legal, valid and binding obligation of the Equity Investor enforceable against the Equity Investor in accordance with its terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity;

(e) the Equity Commitment is less than the maximum amount that the Equity Investor is permitted to invest in any one portfolio investment pursuant to the terms of its organizational or governing documents; and

(f) the Equity Investor has uncalled capital commitments or otherwise has available funds (including lines of credit) in excess of the Equity Commitment hereunder and all of its other unfunded contractually binding equity commitments that are currently outstanding and all funds necessary for it to fulfill all of its obligations under this letter will be available to it for so long as this letter shall remain in effect.

14. Registration Rights. The Equity Investor and any Assignee shall be entitled to registration rights in respect of the Subject Equity Securities and Purchase Option Shares acquired by the Equity Investor and such Assignee, as applicable, pursuant to this letter, on the same terms and pursuant to and in accordance with any Registration Rights Agreement, to which Buyer, such Assignee and/or the Equity Investor is a party (as amended, each a "Registration Rights Agreement" and together, the "Registration Rights Agreements"). Buyer hereby acknowledges and agrees that the Registration Rights Agreement to which the Equity Investor or any Assignee is a party shall apply with respect to the Subject Equity Securities and Purchase Option Shares held by the Equity Investor or such Assignee, as applicable, and such Subject Equity Securities and Purchase Option Shares shall constitute Registrable Securities (as defined in the applicable Registration Rights Agreement) under the applicable Registration Rights Agreement, *mutatis mutandis*.

15. Option to Purchase Additional Shares. The Equity Investor shall have the option, exercisable in its sole discretion, to purchase from Buyer at the Closing, and Buyer does hereby agree to issue and sell to the Equity Investor at the Closing, up to the Maximum Option Amount of shares of Buyer Common Stock (which shares shall be in addition to the Subject Equity Securities purchased by the Equity Investor pursuant to this letter in exchange for funding the Equity Commitment, such additional shares, "Purchase Option Shares"), in exchange for the payment by the Equity Investor to Buyer of an amount in cash equal to the Aggregate Option Price (the "Purchase Option"). If the Equity Investor so desires to exercise the Purchase Option pursuant to this Section 15, the Equity Investor shall deliver to Buyer a written notice no later than two (2) Trading Days prior to the Closing, which written notice shall specify the number of shares of Buyer Common Stock (up to the Maximum Option Amount) that the Equity Investor would like to purchase, the Aggregate Option Price and the Per Share Option Price. Such written notice delivered by the Equity Investor to Buyer exercising the Purchase Option shall be irrevocable. For purposes of this letter, (a) "Maximum Option Amount" means the quotient of (i) \$10,000,000, divided by (ii) the Per Share Option Price, (b) "Aggregate Option Price" means the product of (i) the number of shares of Buyer Common Stock that the Equity Investor elects to purchase pursuant to the Purchase Option, multiplied by (ii) the Per Share Option Price, and (c) "Per Share Option Price" means ninety percent (90%) of the VWAP for the ten (10) Trading Day period ending three (3) Trading Days prior to Closing. For the avoidance of doubt, the Aggregate Option Price is not, and shall not be deemed, a part of the Equity Commitment. The Aggregate Option Price shall be paid by the Equity Investor only in the event that the Equity Investor exercises the Purchase Option pursuant to this Section 15 and such amount shall be paid in addition to the Equity Commitment pursuant to, and in accordance with, the terms hereof.

Very truly yours,

EQUITY INVESTOR:

VATERA HEALTHCARE PARTNERS LLC

By: Vatera Holdings LLC, as manager

By: /s/ Kevin Ferro

Name: Kevin Ferro

Title: CEO

Signature Page to Vatera Equity Commitment Letter

Accepted and acknowledged:

Buyer:

MELINTA THERAPEUTICS, INC.

By: /s/ Paul Estrem

Name: Paul Estrem

Title: Chief Financial Officer

Signature Page to Vatera Equity Commitment Letter