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

# SCHEDULE TO
**TENDER OFFER STATEMENT UNDER SECTION 14(D)(1) OR 13(E)(1)**
**OF THE SECURITIES EXCHANGE ACT OF 1934**

# TETRAPHASE PHARMACEUTICALS, INC.
**(Name of Subject Company (Issuer))**

# TORONTO TRANSACTION CORP.
**a wholly owned subsidiary of**
**MELINTA THERAPEUTICS, INC.**
**(Names of Filing Persons (Offeror))**
**DEERFIELD PRIVATE DESIGN FUND III, L.P.**
**DEERFIELD PRIVATE DESIGN FUND IV, L.P.**
**DEERFIELD MANAGEMENT COMPANY, L.P.**
**(Names of Filing Persons (Others))**
**Common Stock, Par Value $0.001 Per Share**
**(Title of Class of Securities)**
**88165N204**
**(Cusip Number of Class of Securities)**
**Jennifer Sanfilippo**
**Melinta Therapeutics, Inc.**
**44 Whippany Rd, Suite 280, Morristown, New Jersey 07960**
**Tel. (844) 633-6568**
**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)**
***Copies to:***
**Samuel A. Waxman**
**David Shine**
**Frank J. Lopez**
**James M. Shea, Jr.**
**Paul Hastings LLP**
**200 Park Avenue**
**New York, NY 10166**
**(212) 318-6000**

**CALCULATION OF FILING FEE**

| Transaction Valuation* | Amount of Filing Fee** |
|---|---|
| $16,814,391.34 | $2,182.51 |

* Estimated for purposes of calculating the amount of the filing fee only. Calculated by multiplying the 7,263,236 issued and outstanding shares of common stock, par value of 0.001 ("Shares"), of Tetraphase, Inc., a Delaware corporation ("Tetraphase"), by $2.315, the average of the high and low sales price per share of the common stock on June 8, 2020, as reported by Nasdaq.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for Fiscal Year 2020, issued August 23, 2019, by multiplying the transaction value by 0.0001298.

☐ Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: None — Filing Party: Not applicable
Form or Registration No.: Not applicable — Date Filed: Not applicable

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third-party tender offer subject to Rule 14d-1.
- ☐ issuer tender offer subject to Rule 13e-4.
- ☐ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- ☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
- ☐ Rule 13d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (this "Schedule TO") relates to the offer by Toronto Transaction Corp., a Delaware corporation ("Purchaser"), a wholly owned subsidiary of Melinta Therapeutics, Inc., a Delaware corporation ("Melinta"), to purchase all outstanding shares of common stock, $0.001 par value per share ("Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), at a price of $1.79 per Share, net to the holder in cash, without interest, plus one non-transferable contractual contingent value right ("CVR") per Share, which represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain specified milestones, calculated as described in the Offer to Purchase dated June 12, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase") and in the accompanying Letter of Transmittal (together with any amendments or supplements thereto and with the Offer to Purchase, the "Offer"), which are annexed to and filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. Melinta is controlled by Deerfield Private Design Fund III, L.P., a Delaware limited partnership ("DP III"), and Deerfield Private Design Fund IV, L.P., a Delaware limited partnership ("DP IV" and, together with DP III, the "Deerfield Funds"), which are managed by Deerfield Management Company, L.P., a Delaware series limited partnership (Series C) ("Deerfield Management" and, together with the Deerfield Funds, "Deerfield"). This Schedule TO is being filed on behalf of Melinta and Purchaser. Unless otherwise indicated, references to sections in this Schedule TO are references to sections of the Offer to Purchase. A copy of the Agreement and Plan of Merger, dated as of June 4, 2020, among Tetraphase, Melinta and Purchaser is attached as Exhibit (d)(1) hereto and incorporated herein by reference with respect to Items 4 through 11 of this Schedule TO.

**ITEM 1. SUMMARY TERM SHEET.**

The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" is incorporated herein by reference.

**ITEM 2. SUBJECT COMPANY INFORMATION.**

(a) The subject company and the issuer of the securities subject to the Offer is Tetraphase Pharmaceuticals, Inc. Its principal executive office is located at 480 Arsenal Way, Watertown, Massachusetts 02472, and its telephone number is (617) 715-3600.

(b) This Schedule TO relates to Shares. According to Tetraphase, as of the close of business on June 2, 2020, there were 7,263,236 Shares issued and outstanding.

(c) The information concerning the principal market, if any, in which the Shares are traded and certain high and low sales prices for the Shares in the principal market in which the Shares are traded set forth in Section 6 - "Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

**ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.**

(a) - (c) The filing companies of this Schedule TO are (i) Melinta, (ii) Deerfield, and (iii) Purchaser. Each of Purchaser's and Melinta's principal executive office is located at 44 Whippany Rd, Suite 280, Morristown, New Jersey 07960. Melinta's telephone number is (844) 633-6568. Purchaser's telephone number is (908) 617-1304. Deerfield's principal executive office is located at 780 Third Avenue, New York, NY 10017. Deerfield's telephone number is (212) 551-1600. The information regarding Purchaser, Melinta and Deerfield set forth in Section 9 - "Certain Information Concerning Melinta, Purchaser and Deerfield" and Schedule A of the Offer to Purchase is incorporated herein by reference.

**ITEM 4. TERMS OF THE TRANSACTION.**

The information set forth in the Offer to Purchase is incorporated herein by reference.

**ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.**

(a), (b) The information set forth in Section 8 - “Certain Information Concerning Tetraphase”, Section 9 - “Certain Information Concerning Melinta, Purchaser and Deerfield”, Section 10 - “Background of the Offer; Contacts with Tetraphase”, Section 11 - “Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements” and Schedule A of the Offer to Purchase is incorporated herein by reference.

**ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.**

(a), (c)(1) - (7) The information set forth in the sections of the Offer to Purchase titled “Summary Term Sheet” and “Introduction” and in Section 6 - “Price Range of Shares; Dividends”, Section 7 - “Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations” and Section 11 - “Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements” of the Offer to Purchase is incorporated herein by reference.

**ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

(a), (d) The information set forth in the section of the Offer to Purchase titled “Summary Term Sheet” and in Section 12 - “Source and Amount of Funds” of the Offer to Purchase is incorporated herein by reference.

(b) The Offer is not subject to a financing condition.

**ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.**

The information set forth in Section 9 - “Certain Information Concerning Melinta, Purchaser and Deerfield”, Section 11 - “Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements” and Schedule A of the Offer to Purchase is incorporated herein by reference.

**ITEM 9. PERSONS/ASSETS RETAINED, EMPLOYED, COMPENSATED OR USED.**

(a) The information set forth in Section 3 - “Procedures for Tendering Shares”, Section 10 - “Background of the Offer; Contacts with Tetraphase” and Section 16 - “Fees and Expenses” of the Offer to Purchase is incorporated herein by reference.

**ITEM 10. FINANCIAL STATEMENTS.**

Not Applicable.

**ITEM 11. ADDITIONAL INFORMATION.**

(a) The information set forth in Section 7 - “Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations”, Section 10 - “Background of the Offer; Contacts with Tetraphase”, Section 11 - “Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements” and Section 15 - “Certain Legal Matters; Regulatory Approvals” of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in the Offer to Purchase is incorporated herein by reference.

**ITEM 12. EXHIBITS.**

| Index No. | |
|---|---|
| (a)(1)(A)* | Offer to Purchase, dated June 12, 2020. |
| (a)(1)(B)* | Form of Letter of Transmittal. |
| (a)(1)(C)* | Form of Notice of Guaranteed Delivery. |
| (a)(1)(D)* | Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees. |
| (a)(1)(E)* | Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees. |
| (a)(1)(F)* | Form of Summary Advertisement, published June 12, 2020 in the New York Times. |
| (a)(5)(A) | Letter to Stockholders of Tetraphase, dated June 12 2020, from Larry Edwards, President and Chief Executive Officer of Tetraphase (incorporated herein by reference to Exhibit (a)(1)(H) to Schedule 14D-9 filed by Tetraphase on June 12, 2020). |
| (b)(1)* | Form of Unsecured Multi-Draw Promissory Note, by and among Melinta, the Purchaser, DP III and DP IV. |
| (d)(1) | Agreement and Plan of Merger, dated June 4, 2020, by and among Tetraphase, Melinta and Purchaser (incorporated herein by reference to Exhibit 2.1 to Form 8-K filed by Tetraphase on June 4, 2020). |
| (d)(2)* | Confidentiality Agreement, dated May 15, 2020, by and between Tetraphase and Melinta. |
| (d)(3) | Form of Support Agreement, dated June 4, 2020, by and among Melinta, the Purchaser and the stockholder named therein (incorporated herein by reference to Exhibit 10.2 to Form 8-K filed by Tetraphase on June 4, 2020). |
| (d)(4) | Form of Contingent Value Rights Agreement, by and between Melinta and the Rights Agent (incorporated herein by reference to Exhibit 10.1 to Form 8-K filed by Tetraphase on June 4, 2020). |
| (d)(5)* | Guarantee Agreement, dated June 4, 2020, by the Deerfield Funds in favor of Tetraphase. |
| (d)(6) | Form of Exchange Agreement, dated June 4, 2020, by and among Melinta, the Purchaser and the holder named therein (incorporated herein by reference to Exhibit 10.3 to Form 8-K filed by Tetraphase on June 4, 2020). |
| (g) | Not applicable. |
| (h) | Not applicable. |

* Filed herewith.

**ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.**

Not applicable.

**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 12, 2020

**TORONTO TRANSACTION CORP.**

By: /s/ Jennifer Sanfilippo
Name: Jennifer Sanfilippo
Title: *President*

**MELINTA THERAPEUTICS, INC.**

By: /s/ Jennifer Sanfilippo
Name: Jennifer Sanfilippo
Title: *Interim Chief Executive Officer*

**DEERFIELD PRIVATE DESIGN FUND III, L.P.**

**By: Deerfield Mgmt III, L.P., General Partner**

**By: J.E. Flynn Capital III, LLC, General Partner**

By: /s/ David J. Clark
Name: David J. Clark
Title: *Authorized Signatory*

**DEERFIELD PRIVATE DESIGN FUND IV, L.P.**

**By: Deerfield Mgmt IV, L.P., General Partner**

**By: J.E. Flynn Capital IV, LLC, General Partner**

By: /s/ David J. Clark
Name: David J. Clark
Title: *Authorized Signatory*

**DEERFIELD MANAGEMENT COMPANY, L.P.**

**By: Flynn Management LLC, General Partner**

By: /s/ David J. Clark
Name: David J. Clark
Title: *Authorized Signatory*

**Exhibit (a)(1)(A)**

**Offer to Purchase**
**All Outstanding Shares of Common Stock**
**of**

# TETRAPHASE PHARMACEUTICALS, INC.

**At**

**$1.79 Net Per Share In Cash, Plus One Non-Transferable Contractual Contingent Value Right ("CVR") For Each Share, Which Represents The Right To Receive One Or More Payments In Cash, Currently Estimated To Be Up To $1.48 Per CVR, Contingent Upon The Achievement Of Certain Milestones**
**and Assuming the Anticipated Maximum Number of CVRs are Issued**
**by**

# TORONTO TRANSACTION CORP.

**a wholly owned subsidiary of**

# MELINTA THERAPEUTICS, INC.

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M. EASTERN TIME ON JULY 10, 2020 UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.**

Toronto Transaction Corp., a Delaware corporation ("Purchaser"), is offering to purchase (the "Offer") all outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), at a price per Share of $1.79, net to the holder in cash, without interest, and less any applicable withholding taxes (the "Cash Amount"), plus one non-transferable contractual contingent value right per Share (each, a "CVR"), which CVR represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain milestones (the Cash Amount plus one CVR, collectively the "Offer Price") upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"). Following the consummation of the Offer, holders of CVRs may receive following December 31, 2021 a combination of $0.23, $0.42 and $0.83 per CVR if Milestone 1, Milestone 2 or Milestone 3 (each as defined below), respectively, are achieved. These figures assume the maximum anticipated number of CVRs are issued. It is currently anticipated that up to an aggregate of 10,793,692 CVRs will be issued, representing CVRs to be issued as part of the consideration for each of the issued and outstanding Shares, each outstanding Tetraphase restricted stock unit, Tetraphase performance-vested restricted stock unit and certain outstanding pre-funded warrants of the Company. The maximum amount that may be paid upon achievement of any or all of the Milestones is $16.0 million. The Milestones relate to certain "Net Sales" milestones of Tetraphase's XERAVA product; see Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements." Purchaser is a wholly owned subsidiary of Melinta Therapeutics, Inc. ("Melinta"), a Delaware corporation. Melinta is controlled by Deerfield Private Design Fund III, L.P., a Delaware limited partnership ("DP III") and Deerfield Private Design Fund IV, L.P., a Delaware limited partnership ("DP IV" and, together with DP III, the "Deerfield Funds"), which are managed by Deerfield Management Company, L.P., a Delaware series limited partnership (Series C) ("Deerfield Management" and, together with the Deerfield Funds, "Deerfield"). The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 4, 2020 (together with any amendments or supplements thereto, the "Merger Agreement"), among Tetraphase, Melinta and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Tetraphase, without a meeting of the Tetraphase stockholders in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), and Tetraphase will be the surviving corporation and a wholly owned subsidiary of Melinta (such corporation, the

"Surviving Corporation" and such merger, the "Merger"). The date and time at which the Merger becomes effective is referred to as the "Effective Time." Melinta will enter into a Contingent Value Rights Agreement (the "CVR Agreement") with a rights agent agreeable to each of Melinta and Tetraphase, governing the terms of the CVRs. Certain obligations of Melinta under the Merger Agreement and the CVR Agreement have been guaranteed by the Deerfield Funds, pursuant to a guarantee agreement, dated as of June 4, 2020, by and among Melinta and the Deerfield Funds (the "Guarantee Agreement"). At the Effective Time, all then outstanding Shares (other than (i) Shares held by Tetraphase (or held in the treasury of Tetraphase), (ii) Shares held by Melinta, Purchaser or any other direct or indirect wholly owned subsidiary of Melinta, and (iii) Shares held by stockholders who have properly exercised and perfected their demands for appraisal of such Shares in accordance with the DGCL and have neither withdrawn nor lost such rights prior to the Effective Time) will be converted into the right to receive consideration equal to the Offer Price, without interest, and subject to any applicable withholding of taxes.

**After careful consideration, the Tetraphase board of directors has unanimously: (i) determined that the Merger Agreement, the Offer, the Merger and the other transactions contemplated thereby (collectively, the "Transactions"), on the terms and subject to the conditions set forth in the Merger Agreement, are advisable and in the best interests of Tetraphase and its stockholders and that the Offer, the Merger and the terms and conditions of the Merger Agreement are fair to Tetraphase and Tetraphase's stockholders, (ii) declared it advisable for Tetraphase to enter into the Merger Agreement, (iii) approved the execution, delivery and performance by Tetraphase of the Merger Agreement and any other agreements and instruments related to the Merger Agreement that are deemed necessary or appropriate by certain executive officers of Tetraphase and the consummation of the Transactions, (iv) resolved that the Merger shall be effected under Section 251(h) of the DGCL and (v) resolved to recommend that the stockholders of Tetraphase accept the Offer and tender their Shares pursuant to the Offer, in each case on the terms and subject to the conditions set forth in the Merger Agreement.**

**There is no financing condition to the Offer. The Offer is subject to various conditions. See Section 13 - "Conditions of the Offer." A summary of the principal terms of the Offer appears on pages 1 through 10 of this Offer to Purchase. You should read this entire document carefully before deciding whether to tender your Shares.**

June 12, 2020

**IMPORTANT**

If you desire to tender all or any portion of your Shares to us pursuant to the Offer, you should either (i) if you hold your Shares directly as the registered owner, complete and sign the Letter of Transmittal for the Offer, which is enclosed with this Offer to Purchase, in accordance with the instructions contained in the Letter of Transmittal, mail or deliver the Letter of Transmittal and any other required documents to American Stock Transfer & Trust Company, LLC (the "Depositary and Paying Agent"), and either deliver the certificates for your Shares to the Depositary and Paying Agent along with the Letter of Transmittal or tender your Shares by book-entry transfer by following the procedures described in Section 3 - "Procedures for Tendering Shares" of this Offer to Purchase, in each case prior to the expiration of the Offer, or (ii) if you hold your Shares in "street name," request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee you must contact that institution in order to tender your Shares to us pursuant to the Offer.

If you desire to tender your Shares to us pursuant to the Offer and the certificates representing your Shares are not immediately available, or you cannot comply in a timely manner with the procedures for tendering your Shares by book-entry transfer, or you cannot deliver all required documents to the Depositary and Paying Agent prior to the expiration of the Offer, you may tender your Shares to us pursuant to the Offer by following the procedures for guaranteed delivery described in Section 3 - "Procedures for Tendering Shares" of this Offer to Purchase.

* * *

Questions and requests for assistance may be directed to D.F. King & Co., Inc. (the "Information Agent") at its address and telephone number set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be directed to the Information Agent. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making any decision with respect to the Offer.

## TABLE OF CONTENTS

## SUMMARY TERM SHEET

Toronto Transaction Corp., a recently formed Delaware corporation ("Purchaser") and a wholly owned subsidiary of Melinta Therapeutics, Inc., a Delaware Corporation ("Melinta"), is offering to purchase (the "Offer") all outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), at a price per Share of $1.79, net to the holder in cash, without interest, and less any applicable withholding taxes (the "Cash Amount"), plus one non-transferable contractual contingent value right per Share (each, a "CVR"), which CVR represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain milestones (the Cash Amount plus one CVR, collectively the "Offer Price") upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"). Following the consummation of the Offer, holders of CVRs may receive following December 31, 2021 a combination of $0.23, $0.42 and $0.83 per CVR if Milestone 1, Milestone 2 or Milestone 3 (each as defined below), respectively, are achieved. These figures assume the maximum anticipated number of CVRs are issued. It is currently anticipated that up to an aggregate of 10,793,692 CVRs will be issued, representing CVRs to be issued as part of the consideration for each of the issued and outstanding Shares, each outstanding Tetraphase restricted stock unit, Tetraphase performance-vested restricted stock unit and certain outstanding pre-funded warrants of the Company. The maximum amount that may be paid upon achievement of any or all of the Milestones is $16.0 million. The Milestones relate to certain "Net Sales" milestones of Tetraphase's XERAVA product; see Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements." Melinta is controlled by Deerfield Private Design Fund III, L.P., a Delaware limited partnership ("DP III"), and Deerfield Private Design Fund IV, L.P., a Delaware limited partnership ("DP IV" and, together with DP III, the "Deerfield Funds"), which are managed by Deerfield Management Company, L.P., a Delaware series limited partnership (Series C) ("Deerfield Management" and, together with the Deerfield Funds, "Deerfield"). The following are some questions you, as a stockholder of Tetraphase, may have and answers to those questions. This Summary Term Sheet highlights selected information from this Offer to Purchase, and may not contain all of the information that is important to you and is qualified in its entirety by the more detailed descriptions and explanations contained in this Offer to Purchase and the related Letter of Transmittal. To better understand the Offer and for a complete description of the legal terms of the Offer, you should read this Offer to Purchase and the related Letter of Transmittal carefully and in their entirety. Questions or requests for assistance may be directed to D.F. King & Co., Inc. (the "Information Agent") at its address and telephone numbers, as set forth on the back cover of this Offer to Purchase. Unless otherwise indicated in this Offer to Purchase or the context otherwise requires, all references in this Offer to Purchase to "we," "our," or "us" refer to Purchaser, Melinta, or Deerfield, as the context requires.

### WHO IS OFFERING TO BUY MY SECURITIES?

- Purchaser is offering to buy your securities. Purchaser has been organized in connection with this Offer and has not carried on any activities other than entering into the Agreement and Plan of Merger, dated as of June 4, 2020 (together with any amendments or supplements thereto, the "Merger Agreement"), among Tetraphase, Melinta and Purchaser, and activities in connection with the Offer. See Section 9 - "Certain Information Concerning Melinta, Purchaser and Deerfield." Melinta will enter into a Contingent Value Rights Agreement (the "CVR Agreement") with a rights agent agreeable to each of Melinta and Tetraphase, governing the terms of the CVRs. Certain obligations of Melinta under the Merger Agreement and the CVR Agreement have been guaranteed by the Deerfield Funds, pursuant to a guarantee agreement, dated as of June 4, 2020, by and among Melinta and the Deerfield Funds (the "Guarantee Agreement").
- Melinta is Melinta Therapeutics, Inc. See Section 9 - "Certain Information Concerning Melinta, Purchaser and Deerfield."

- DP III is Deerfield Private Design Fund III, L.P. See Section 9 - “Certain Information Concerning Melinta, Purchaser and Deerfield.”
- DP IV is Deerfield Private Design Fund IV, L.P. See Section 9 - “Certain Information Concerning Melinta, Purchaser and Deerfield.”
- Deerfield Management is Deerfield Management Company, L.P. See Section 9 - “Certain Information Concerning Melinta, Purchaser and Deerfield.”
- Melinta has agreed pursuant to the Merger Agreement to cause Purchaser to, upon the terms and subject to the conditions in this Offer to Purchase and the related Letter of Transmittal, accept and pay for Shares tendered and not validly withdrawn in the Offer.

**WHAT ARE THE CLASSES AND AMOUNTS OF SECURITIES SOUGHT IN THE OFFER?**

- Purchaser is seeking to purchase all of the outstanding Shares of Tetraphase. See the Introduction and Section 1 - “Terms of the Offer.”

**HOW MUCH ARE YOU OFFERING TO PAY AND WHAT IS THE FORM OF PAYMENT? WILL I HAVE TO PAY ANY FEES OR COMMISSIONS?**

- Purchaser is offering to pay $1.79 per Share, net to you in cash, plus one non-transferable CVR per Share, in each case without interest, and subject to any applicable withholding taxes, upon the terms and subject to the conditions contained in this Offer to Purchase and in the related Letter of Transmittal. Following the consummation of the Offer, holders of CVRs may receive following December 31, 2021 a combination of $0.23, $0.42 and $0.83 per CVR if Milestone 1, Milestone 2 or Milestone 3 (each as defined below), respectively, are achieved. These figures assume the anticipated maximum number of CVRs will be issued. It is currently anticipated that up to an aggregate of 10,793,692 CVRs will be issued, representing CVRs to be issued as part of the consideration for each of the issued and outstanding Shares, each outstanding Tetraphase restricted stock unit, Tetraphase performance-vested restricted stock unit and certain outstanding pre-funded warrants of the Company. The maximum amount that may be paid upon achievement of any or all of the Milestones is $16.0 million. The Milestones relate to certain “Net Sales” milestones of Tetraphase’s XERAVA product; see Section 11 - “Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements.”
- If your Shares are registered in your name and you tender your Shares, you will not be obligated to pay brokerage fees or commissions or similar expenses. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply.

**WHAT IS THE CVR AND HOW DOES IT WORK?**

- The CVR represents the contractual right to receive cash, without interest thereon, and less any applicable withholding taxes, upon the achievement of certain specified milestones. At or prior to the Acceptance Time (as defined below), Melinta will enter into a Contingent Value Rights Agreement (the “CVR Agreement”) with a rights agent agreeable to each of Melinta and Tetraphase, governing the terms of the CVRs. The maximum potential aggregate payments to the holders of all CVRs issuable under the Merger Agreement (which includes CVRs issuable to holders of restricted stock units and performance-vested restricted stock units granted by Tetraphase pursuant to its equity plans (each such restricted stock unit, a “Tetraphase RSU” and each such performance-vested restricted stock unit, a

"Tetraphase PRSU") equals $16.0 million. Each payment is conditioned upon the achievement of the applicable milestones (each, a "Milestone" and, collectively, the "Milestones") as follows:

- Melinta will be obligated to pay an aggregate amount equal to $2.5 million upon the achievement of annual Net Sales (as defined below) of at least $20.0 million during the calendar year ending on December 31, 2021.
- Melinta will be obligated to pay an aggregate amount equal to $4.5 million upon the achievement of annual Net Sales of at least $25.0 million during any calendar year ending on or before December 31, 2024.
- Melinta will be obligated to pay an aggregate amount equal to $9.0 million upon the achievement of annual Net Sales of at least $55.0 million during any calendar year ending on or before December 31, 2024.

"Net Sales" means the gross amount invoiced by Melinta, any of its affiliates (including the Surviving Corporation) or any of its licensees to a third party for sales or distribution of XERAVA in the United States, less certain deductions calculated in accordance with generally accepted accounting principles ("GAAP").

- More than one Milestone may be achieved in a given calendar quarter or calendar year, and each Milestone may only be achieved once. Accordingly, the aggregate payments to holders of CVRs pursuant to the CVR Agreement will not exceed $16.0 million. There can be no assurance that any of the Milestones will be achieved. If a Milestone is not achieved in the applicable timeframe, the associated payment will not be payable to the holders of the CVRs. No interest will accrue or be payable in respect of any of the amounts that may become payable on the CVRs. The Milestones are independent of each other, and payment upon achievement of any specific Milestone is not dependent upon achievement of any prior Milestone.
- Additionally, commencing upon the closing of the Merger and continuing until the earlier of December 31, 2024 or the achievement of all milestones, Melinta has agreed to, and has agreed to cause its affiliates and licensees to, use Commercially Reasonable Efforts (as defined in the CVR Agreement) to achieve the milestones. Without limiting the foregoing, Melinta has further agreed that neither it nor any of its affiliates shall act in bad faith for the purpose of avoiding achievement of any milestone or the payment of any milestone amount.
- It is currently anticipated that up to an aggregate of 10,793,692 CVRs will be issued, representing CVRs to be issued as part of the consideration for each of the issued and outstanding Shares, each outstanding Tetraphase restricted stock unit, Tetraphase performance-vested restricted stock unit and certain outstanding pre-funded warrants of the Company.

**IS IT POSSIBLE THAT NO PAYMENTS WILL BE PAYABLE TO THE HOLDERS OF CONTINGENT VALUE RIGHTS IN RESPECT OF SUCH CONTINGENT VALUE RIGHTS?**

- Yes. If none of the Milestones above are achieved, no payment will become payable to holders of the CVRs. It is possible that none of the Milestones will be achieved, in which case you will receive only the Cash Amount for your Shares and no payments with respect to your CVRs. It is also possible that only one or two of the Milestones will be achieved, in which case you will receive only the Cash Amount for your Shares and the cash payments with respect to only those Milestones that have been achieved. It is not possible to predict whether a payment will or will not be payable with respect to the CVRs, or the amounts that would be paid if any payment is made.

**MAY I TRANSFER MY CONTINGENT VALUE RIGHTS?**

- The CVRs will not be transferable except (i) upon death by will or intestacy; (ii) by instrument to an *inter vivos* or testamentary trust in which the CVRs are to be passed to beneficiaries upon the death of

the trustee; (iii) pursuant to a court order; (iv) by operation of law (including a consolidation or merger) or without consideration in connection with the dissolution, liquidation or termination of any corporation, limited liability company, partnership or other entity; (v) in the case of CVRs held in book-entry or other similar nominee form, from a nominee to a beneficial owner (and, if applicable, through an intermediary), in each case as allowable by the Depository Trust Company ("DTC"); or (v) to Melinta or any of its affiliates without consideration.

**ARE THERE OTHER MATERIAL TERMS OF THE CONTINGENT VALUE RIGHTS?**

- In addition to the terms and conditions described above, the CVRs will not have any voting or dividend rights and will not represent any equity or ownership in Melinta, Tetraphase, Purchaser or Deerfield. No interest will accrue or be payable in respect of any of the amounts that may become payable on the CVRs.

**WHY IS PURCHASER MAKING THE OFFER?**

- Purchaser is making the Offer because Purchaser and Melinta wish to acquire Tetraphase. See Section 1 - "Terms of the Offer" and Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements."

**WHAT ARE THE MOST SIGNIFICANT CONDITIONS OF THE OFFER?**

- The Offer is subject to, among others, the following conditions:
  - there having been validly tendered and not validly withdrawn Shares that, considered together with all other Shares (if any) beneficially owned by Melinta and its subsidiaries, represent one more Share than 50% of the total number of Shares outstanding (treating, for these purposes the shares underlying the Tetraphase RSUs and Tetraphase PRSUs as outstanding) on the date the Offer expires (the "Minimum Condition"). For purposes of determining whether the Minimum Condition has been satisfied, Shares tendered in the Offer pursuant to Notice of Guaranteed Delivery that have not yet been "received" (as such term is defined under Delaware law) will be excluded;
  - there not having been enacted, issued, promulgated, enforced or entered by any governmental entity of competent jurisdiction any order, executive order, temporary restraining order, stay, decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which has the effect of prohibiting the consummation of the Offer;
  - the absence of, since June 4, 2020, the date of the Merger Agreement, any Material Adverse Effect (as defined below); and
  - the Merger Agreement not having been validly terminated in accordance with its terms.

Purchaser reserves the right to waive certain of the conditions to the Offer in its sole discretion; provided that Purchaser may not waive the Minimum Condition.

  - For purposes of determining whether the Minimum Condition is met, holders of approximately 20% of the outstanding voting power of Tetraphase have entered into Support Agreements (as defined below) and have agreed, among other things, subject to certain exceptions, to tender their Shares.

- The Offer is subject to other conditions in addition to those set forth above. A more detailed discussion of the conditions to consummation of the Offer is contained in the Introduction, Section 1 - "Terms of the Offer" and Section 13 - "Conditions of the Offer."

**IS THERE AN AGREEMENT GOVERNING THE OFFER?**

- Yes. Tetraphase, Melinta and Purchaser have entered into the Merger Agreement. The Merger Agreement provides, among other things, for the terms and conditions of the Offer and, following consummation of the Offer, the Merger. See Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements." Certain obligations of Melinta under the Merger Agreement and the CVR Agreement have been guaranteed by the Deerfield Funds pursuant to the Guarantee Agreement.

**HAVE ANY TETRAPHASE STOCKHOLDERS ENTERED INTO AGREEMENTS WITH MELINTA OR PURCHASER REQUIRING THEM TO TENDER THEIR SHARES PURSUANT TO THE OFFER?**

- Yes. In connection with the execution of the Merger Agreement, Armistice Capital Master Fund Ltd. and certain other holders of Shares (each a "Supporting Stockholder") have entered into a Tender and Support Agreement, dated as of June 4, 2020, with Melinta and Purchaser (the "Support Agreements"). Subject to the terms and conditions of the Support Agreements, each of the Supporting Stockholders agreed, among other things, subject to certain exceptions, to tender its Shares (including any warrants to purchase Shares), pursuant to the Offer and, subject to certain exceptions, not to otherwise transfer any of the Shares that are subject to the Support Agreements.
- The Shares of the Supporting Stockholders subject to Support Agreements represent in the aggregate approximately 20% of the outstanding voting power of Tetraphase as of June 2, 2020 (assuming no exercise of outstanding equity awards). The Supporting Stockholders agreed, among other things, subject to certain exceptions, to tender their Shares.
- See Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements" for a description of the Support Agreements.

**DOES MELINTA HAVE FINANCIAL RESOURCES TO MAKE PAYMENTS IN THE OFFER AND, IF REQUIRED, IN RESPECT OF THE CVRS?**

- Yes. Melinta expects to fund the purchase of the Shares in the Offer, and the payment of any amounts payable with respect to the CVRs, on the payment dates applicable thereto, with Melinta's available cash and borrowings under a customary unsecured multi-draw promissory note to be provided to Melinta by Deerfield, on which it intends to draw. Although the Offer is not subject to any financing contingency, prior to closing of the Offer, and subject to market conditions, Melinta may seek to obtain third party financing in lieu of the Deerfield Note. Further, in connection with the execution of the Merger Agreement, the Deerfield Funds provided a guarantee (the "Guarantee") pursuant to which each Deerfield Fund, severally and not jointly and based on their respective equity ownership percentage of Melinta, guarantees all of the payment obligations of Melinta and the Purchaser under the Merger Agreement and the CVR Agreement. Deerfield has approximately $11.5 billion in assets under management as reported on Form ADV and filed with the SEC on March 30, 2020. The Offer is not conditioned upon entering into any financing arrangements. See Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements" and Section 12 - "Source and Amount of Funds."

**SHOULD PURCHASER'S FINANCIAL CONDITION BE RELEVANT TO MY DECISION TO TENDER IN THE OFFER?**

- The funds to pay for all Shares accepted for payment in the Offer, the consideration in connection with the Merger and any payments required to be made in respect of the CVRs upon the occurrence of any of the Milestones are expected to come from Melinta's available cash and cash equivalents on hand. In connection with the execution of the Merger Agreement, the Deerfield Funds provided a guarantee (the

"Guarantee") pursuant to which each Deerfield Fund, severally and not jointly and based on their respective equity ownership percentage of Melinta, guarantees all of the payment obligations of Melinta and the Purchaser under the Merger Agreement and the CVR Agreement. Deerfield has approximately $11.5 billion in assets under management as reported on Form ADV and filed with the SEC on March 30, 2020. Accordingly, Melinta and the Deerfield Funds have sufficient funds to be used to provide Purchaser with the funds necessary to purchase the Shares in the Offer and, as such, its financial condition is not relevant to a decision to tender in the Offer.

- Purchaser has been organized solely in connection with the Merger Agreement and this Offer and has not carried on any activities other than in connection with the Merger Agreement and this Offer. Because the form of payment consists solely of cash that will be provided by Melinta, the payment of which is guaranteed by the Deerfield Funds, the Offer is not subject to any financing conditions, and the Offer is for all outstanding Shares of Tetraphase, and because of the lack of any relevant historical information concerning Purchaser, Purchaser's financial condition is not relevant to your decision to tender in the Offer. See Section 12 - "Source and Amount of Funds."

**HOW LONG DO I HAVE TO DECIDE WHETHER TO TENDER IN THE OFFER?**

- You will have until one minute after 11:59 p.m. Eastern Time on July 10, 2020, to tender your Shares in the Offer, unless Purchaser extends the Offer, in which event you will have until the expiration date of the Offer as so extended. If you cannot deliver everything that is required in order to make a valid tender by that time, you may be able to use a guaranteed delivery procedure, which is described in Section 3 - "Procedures for Tendering Shares." See also Section 1 - "Terms of the Offer."

**CAN THE OFFER BE EXTENDED, AND UNDER WHAT CIRCUMSTANCES?**

- Yes, the Offer can be extended. We have agreed in the Merger Agreement, subject to our rights to terminate the Merger Agreement in accordance with its terms, if on any then-scheduled expiration date of the Offer any Offer Condition has not been satisfied or any of the other conditions to the Offer (set forth in Section 13 - "Conditions of the Offer") have not been satisfied or waived by Purchaser, (i) Purchaser may, in its discretion, or (ii) at the request of Tetraphase, Purchaser shall, and Melinta shall cause Purchaser to, extend the Offer for periods of up to 10 Business Days per extension to permit such Offer Condition to be satisfied, but not beyond the earlier of the valid termination of the Merger Agreement in accordance with its terms and August 18, 2020 (the "End Date").

**HOW WILL I BE NOTIFIED IF THE OFFER IS EXTENDED?**

- If Purchaser extends the Offer, we will inform American Stock Transfer & Trust Company, LLC, the depositary and paying agent for this Offer (the "Depositary and Paying Agent"), of that fact and will issue a press release giving the new expiration date no later than 9:00 a.m. Eastern Time on the next business day after the day on which the Offer was previously scheduled to expire. See Section 1 - "Terms of the Offer."

**HOW DO I TENDER MY SHARES?**

- If you hold your Shares directly as the registered owner, you can (i) tender your Shares in the Offer by delivering the certificates representing your Shares, together with a completed Letter of Transmittal and any other documents required by the Letter of Transmittal, to the Depositary and Paying Agent or (ii) tender your Shares by following the procedure for book-entry set forth in Section 3 - "Procedures for Tendering Shares," not later than the expiration of the Offer. If you are unable to deliver any required document or instrument to the Depositary and Paying Agent by the expiration of the Offer, you may gain some extra time by having a broker, a bank or other fiduciary that is an eligible guarantor institution guarantee that the missing items will be received by the Depositary and Paying Agent by using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary

and Paying Agent must receive the missing items within two (2) trading days after the date of execution of such Notice of Guaranteed Delivery. See Section 3 - "Procedures for Tendering Shares." The Letter of Transmittal is enclosed with this Offer to Purchase.

- If you hold your Shares in street name (i.e., through a broker, dealer, commercial bank, trust company or other nominee), you must contact the institution that holds your Shares and give instructions that your Shares be tendered. You should contact the institution that holds your Shares for more details.
- In all cases, payment for tendered Shares will be made only after timely receipt by the Depositary and Paying Agent of certificates for such Shares (or of a confirmation of a book-entry transfer of such Shares as described in Section 3 - "Procedures for Tendering Shares") and a properly completed and duly executed Letter of Transmittal and any other required documents for such Shares. See also Section 2 - "Acceptance for Payment and Payment for Shares."

**UNTIL WHAT TIME CAN I WITHDRAW PREVIOUSLY TENDERED SHARES?**

- You may withdraw previously tendered Shares any time prior to one minute after 11:59 p.m. Eastern Time on July 10, 2020, unless Purchaser extends the Offer. See Section 4 - "Withdrawal Rights."

In addition, pursuant to Section 14(d)(5) of the Securities Exchange Act of 1934, as amended, Shares may be withdrawn at any time after August 11, 2020, which is the 60th day after the date of the commencement of the Offer, unless such Shares have already been accepted for payment by Purchaser pursuant to the Offer.

**HOW DO I WITHDRAW PREVIOUSLY TENDERED SHARES?**

- To withdraw previously tendered Shares, you must deliver a written or facsimile notice of withdrawal with the required information to the Depositary and Paying Agent while you still have the right to withdraw. If you tendered Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares. See Section 4 - "Withdrawal Rights."

**WHAT DOES TETRAPHASE'S BOARD OF DIRECTORS THINK OF THE OFFER?**

- Tetraphase's board of directors has unanimously recommended that you accept the Offer. Tetraphase's full statement on the Offer is set forth in its Solicitation/Recommendation Statement on Schedule 14D-9, which it has filed with the United States Securities and Exchange Commission (the "SEC") concurrently with the filing of our Tender Offer Statement on Schedule TO dated June 12, 2020. See also the Introduction.

**WILL THE TENDER OFFER BE FOLLOWED BY A MERGER IF ALL THE SHARES ARE NOT TENDERED?**

- If we accept Shares for payment pursuant to the Offer, the Minimum Condition will have been satisfied and we will hold a sufficient number of Shares to ensure any requisite adoption of the Merger Agreement by Tetraphase stockholders under the General Corporation Law of the State of Delaware (the "DGCL") to complete the Merger. If the Merger occurs, Tetraphase will become a wholly owned subsidiary of Melinta and each issued and then outstanding Share (other than any Shares held by or in the treasury of Tetraphase, or owned by Melinta, Purchaser or any of Melinta's other subsidiaries and any Shares held by stockholders who have properly demanded and exercised and not effectively withdrawn their respective demand or otherwise lost their respective rights to appraisal pursuant to Section 262 of the DGCL) will be canceled and converted automatically into the right to receive the Offer Price, without interest, and subject to any applicable withholding taxes. See also the Introduction.

- Because the Merger will be governed by Section 251(h) of the DGCL, no stockholder vote will be required to consummate the Merger. As required by Section 251(h) of the DGCL, the Merger Agreement provides that the Merger shall be effected as soon as practicable following the consummation of the Offer. See Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements."

**IF THE OFFER IS COMPLETED, WILL TETRAPHASE CONTINUE AS A PUBLIC COMPANY?**

- No. Immediately following consummation of the Offer and satisfaction or waiver (to the extent permitted by applicable law) of the conditions to the Merger, we expect to complete the Merger pursuant to applicable provisions of the DGCL, after which the Surviving Corporation will be a wholly owned subsidiary of Melinta and the Shares will no longer be publicly traded. See Section 7 - "Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations."

**IF I DECIDE NOT TO TENDER, HOW WILL THE OFFER AFFECT MY SHARES?**

- If you decide not to tender your Shares in the Offer and the Merger occurs as described above, you will receive in the Merger the right to receive the Offer Price as if you had tendered your Shares in the Offer.
- If you decide not to tender your Shares in the Offer and the Merger does not occur, and Purchaser purchases Shares which have been tendered, you will remain a stockholder of Tetraphase, but there may be so few remaining stockholders and publicly held Shares that the Shares will no longer be eligible to be traded through Nasdaq or any other securities market, there may not be a public trading market for the Shares, and Tetraphase may cease making filings with the SEC or otherwise cease being required to comply with the SEC rules relating to publicly held companies. Subject to limited conditions, if we purchase Shares in the Offer, we are obligated under the Merger Agreement to cause the Merger to occur. See Section 7 - "Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations."
- Following the Offer, the Shares may no longer constitute "margin securities" for purposes of the margin regulations of the Federal Reserve Board, in which case your Shares may no longer be used as collateral for loans made by brokers. Section 7 - "Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations."

**WHAT IS THE MARKET VALUE OF MY SHARES AS OF A RECENT DATE?**

- On June 1, 2020, the last Nasdaq trading day before Tetraphase announced that Purchaser and Melinta's final offer could reasonably be expected to constitute a "Superior Offer" under the AcelRx Agreement, the last reported closing price per Share reported on Nasdaq was $2.32. See Section 6 - "Price Range of Shares; Dividends."
- On June 11, 2020, the last full trading day before we commenced the Offer, the last reported closing price per Share reported on Nasdaq was $2.35. See Section 6 - "Price Range of Shares; Dividends."

**IF I ACCEPT THE OFFER, WHEN AND HOW WILL I GET PAID?**

- If the conditions to the Offer as set forth in the Introduction and Section 13 - "Conditions of the Offer" are satisfied or waived and Purchaser consummates the Offer and accepts your Shares for payment, we will pay you a dollar amount equal to the number of Shares you tendered multiplied by $1.79 in cash, plus one CVR per Share, in each case without interest and less any applicable withholding taxes, promptly following the time at which Purchaser accepts for payment Shares tendered in the Offer (and

in any event within three (3) business days). See Section 1 - "Terms of the Offer" and Section 2 - "Acceptance for Payment and Payment for Shares." Following the consummation of the Offer, holders of CVRs may receive following December 31, 2021 a combination of $0.23, $0.42 and $0.83 per CVR if Milestone 1, Milestone 2 or Milestone 3 (each as defined below), respectively, are achieved. These figures assume the anticipated maximum number of CVRs will be issued. It is currently anticipated that up to an aggregate of 10,793,692 CVRs will be issued, representing CVRs to be issued as part of the consideration for each of the issued and outstanding Shares, each outstanding Tetraphase restricted stock unit, Tetraphase performance-vested restricted stock unit and certain outstanding pre-funded warrants of the Company. The Milestones relate to certain "Net Sales" milestones of Tetraphase's XERAVA product; see Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements."

**IF I AM AN EMPLOYEE OF TETRAPHASE, HOW WILL MY OUTSTANDING EQUITY AWARDS BE TREATED IN THE OFFER AND THE MERGER?**

- The Offer is being made for all outstanding Shares, but not for options to purchase Shares granted under Tetraphase's equity plans. If you wish to tender Shares underlying options, you must first exercise your options (to the extent exercisable) in accordance with their terms in sufficient time to tender the Shares received into the Offer.
- At the Effective Time, each Tetraphase Option that is outstanding and unexercised, whether or not vested, will be cancelled.
- At the Effective Time, each then outstanding Tetraphase RSU and Tetraphase PRSU will vest in full and be cancelled, and the holder thereof shall be entitled to receive both (i) a cash payment equal to the product of (A) the total number of shares of Tetraphase Common Stock underlying the Tetraphase RSU and Tetraphase PRSU and (B) $1.79 and (ii) a CVR with respect to each Share underlying such Tetraphase RSU and Tetraphase PRSU.
- Tetraphase has terminated the Tetraphase 2014 Employee Stock Purchase Plan (the "ESPP"), and any payroll deductions accumulated through the date of such ESPP termination have been returned to the plan participants and with no Shares being purchased under the ESPP after the date thereof.

**WHAT ARE THE PRINCIPAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF TENDERING MY SHARES IN THE OFFER OR HAVING MY SHARES EXCHANGED FOR THE OFFER PRICE PURSUANT TO THE MERGER?**

- Generally, the receipt of cash and CVRs in exchange for Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. The amount of gain or loss a holder recognizes, and the timing and character of such gain or loss, depend on the U.S. federal income tax treatment of the CVRs, with respect to which there is uncertainty. We urge you to consult your own tax advisor as to the particular tax consequences to you of the Offer and the Merger (including the application and effect of any state, local or non-U.S. income and other tax laws). See Section 5 - "Certain U.S. Federal Income Tax Consequences of the Offer and the Merger" for a more detailed discussion of certain U.S. federal income tax consequences of the Offer and the Merger.

**WILL I HAVE THE RIGHT TO HAVE MY SHARES APPRAISED?**

- No appraisal rights are available to the holders of Shares in connection with the Offer. However, if the Offer is successful and the Merger is consummated, stockholders of Tetraphase who (i) did not tender their Shares in the Offer (or who had tendered but subsequently validly withdrawn such tender, and not otherwise waived their appraisal rights); (ii) otherwise comply with the applicable requirements and procedures of Section 262 of the DGCL; and (iii) do not thereafter withdraw their demand for appraisal

of such Shares or otherwise lose their appraisal rights, in each case in accordance with the DGCL, will be entitled to demand appraisal of their Shares and receive in lieu of the consideration payable in the Offer a cash payment equal to the "fair value" of their Shares, as determined by the Delaware Court of Chancery, in accordance with Section 262 of the DGCL. If you choose to exercise your appraisal rights in connection with the Merger and you properly demand and perfect such rights in accordance with Section 262 of the DGCL, you may be entitled to payment for your Shares based on a judicial determination of the fair value of your Shares.

- The "fair value" of the Shares as determined by the Delaware Court of Chancery could be based upon considerations other than, or in addition to, the price paid in the Offer and the Merger and the market value of such Shares. Stockholders should recognize that the value determined in an appraisal proceeding of the Delaware Court of Chancery could be higher or lower than, or the same as, the Offer Price and that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Offer and the Merger, is not an opinion as to, and does not otherwise address, fair value under the DGCL. Moreover, Parent and Tetraphase may argue in an appraisal proceeding that, for purposes of such proceeding, the "fair value" of such Shares is less than the Offer Price.
- **Any stockholder who desires to exercise his, her or its appraisal rights should review carefully Section 262 of the DGCL and is urged to consult his, her or its legal advisor before electing or attempting to exercise such rights.**
- The foregoing summary of the rights of dissenting stockholders under the DGCL does not purport to be a statement of the procedures to be followed by stockholders desiring to exercise any appraisal rights under Delaware law. The preservation and exercise of appraisal rights require strict and timely adherence to the applicable provisions of Delaware law which will be set forth in their entirety in the notice of merger. The foregoing discussion is not a complete statement of law pertaining to appraisal rights under Delaware law and is qualified in its entirety by reference to Delaware law, including without limitation, Section 262 of the DGCL, a copy of which is included as Annex II to the Schedule 14D-9.
- If you tender your Shares into the Offer, you will not be entitled to exercise appraisal rights with respect to your Shares but, instead, subject to the conditions to the Offer, you will receive the Offer Price for your Shares.

**WITH WHOM MAY I TALK IF I HAVE QUESTIONS ABOUT THE OFFER?**

- You can call D.F. King & Co., Inc., the Information Agent, toll-free at (800) 283-3192 or email them at ttph@dfking.com. See the back cover of this Offer to Purchase.

**To All Holders of Shares of**
**Tetraphase Pharmaceuticals, Inc.**

## INTRODUCTION

Toronto Transaction Corp., a recently formed Delaware corporation ("Purchaser") and a wholly owned subsidiary of Melinta Therapeutics, Inc., a Delaware Corporation ("Melinta"), is offering to purchase (the "Offer") all outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), at a price per Share of $1.79, net to the holder in cash, without interest, and less any applicable withholding taxes (the "Cash Amount"), plus one non-transferable contractual contingent value right per Share (each, a "CVR"), which CVR represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain milestones (the Cash Amount plus one CVR, collectively the "Offer Price") upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"). Melinta is controlled by Deerfield Private Design Fund III, L.P., a Delaware limited partnership ("DP III") and Deerfield Private Design Fund IV, L.P., a Delaware limited partnership ("DP IV" and, together with DP III, the "Deerfield Funds"), which are managed by Deerfield Management Company, L.P., a Delaware series limited partnership (Series C) ("Deerfield Management" and, together with the Deerfield Funds, "Deerfield").

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 4, 2020 (together with any amendments or supplements thereto, the "Merger Agreement"), among Tetraphase, Melinta and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Tetraphase, and Tetraphase will be the surviving corporation and a wholly owned subsidiary of Melinta (such corporation, the "Surviving Corporation" and such merger, the "Merger"). Melinta will enter into a Contingent Value Rights Agreement (the "CVR Agreement") with a rights agent agreeable to each of Melinta and Tetraphase, governing the terms of the CVRs. Certain obligations of Melinta under the Merger Agreement and the CVR Agreement have been guaranteed by the Deerfield Funds pursuant to the Guarantee Agreement.

If your Shares are registered in your name and you tender directly to American Stock Transfer & Trust Company, LLC, the depositary for the Offer (the "Depositary and Paying Agent"), you will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee you should check with such institution as to whether they charge any service fees or commissions.

We will pay all charges and expenses of the Depositary and Paying Agent and D.F. King & Co., Inc., the information agent for the Offer (the "Information Agent").

**The Offer is not subject to any financing condition. The Offer is subject to the conditions, among others, that:**

1. there shall have been validly tendered and not validly withdrawn Shares that, considered together with all other Shares (if any) beneficially owned by Melinta and its subsidiaries, represents one more Share than 50% of the total number of Shares outstanding (treating, for these purposes the shares underlying the restricted stock units and performance-vested restricted stock unit granted by Tetraphase pursuant to its equity plans as outstanding) on the date the Offer expires (the "Minimum Condition"). For purposes of determining whether the Minimum Condition has been satisfied, Shares tendered in the Offer pursuant to Notice of Guaranteed Delivery that have not yet been "received" (as such term is defined under Delaware law) will be excluded;

2. there not having been enacted, issued, promulgated, enforced or entered by any governmental entity of competent jurisdiction any order, executive order, temporary restraining order, stay, decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which has the effect of prohibiting the consummation of the Offer;

3. the absence of, since June 4, 2020, the date of the Merger Agreement, any Material Adverse Effect (as defined below); and

4. the Merger Agreement not having been validly terminated in accordance with its terms.

For purposes of determining the Minimum Condition, the Shares of the Supporting Stockholders subject to Support Agreements represent in the aggregate approximately 20% of outstanding voting power of Tetraphase as of June 2, 2020 (assuming no exercise of outstanding equity awards). The Supporting Stockholders agreed, among other things, subject to certain exceptions, to tender their Shares.

**Purchaser reserves the right to waive certain of the conditions to the Offer in its sole discretion; provided that Purchaser may not waive the Minimum Condition. See Section 13 - "Conditions of the Offer."**

**The Offer will expire at one minute after 11:59 p.m. Eastern Time on July 10, 2020, unless the Offer is extended. See Section 1 - "Terms of the Offer", Section 13 - "Conditions of the Offer" and Section 15 - "Certain Legal Matters; Regulatory Approvals."**

**After careful consideration, the Tetraphase board of directors (the "Tetraphase Board") has unanimously: (i) determined that the Merger Agreement, the Offer, the Merger and the other transactions contemplated thereby (collectively, the "Transactions"), on the terms and subject to the conditions set forth in the Merger Agreement, are advisable and in the best interests of Tetraphase and its stockholders and that that the Offer, the Merger and the terms and conditions of the Merger Agreement are fair to Tetraphase and Tetraphase's stockholders, (ii) declared it advisable for Tetraphase to enter into the Merger Agreement, (iii) approved the execution, delivery and performance by Tetraphase of the Merger Agreement and any other agreements and instruments related to the Merger Agreement that are deemed necessary or appropriate by certain executive officers of Tetraphase and the consummation of the Transactions, (iv) resolved that the Merger shall be effected under Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL") and (v) resolved to recommend that the stockholders of Tetraphase accept the Offer and tender their Shares pursuant to the Offer, in each case on the terms and subject to the conditions set forth in the Merger Agreement.**

For factors considered by the Tetraphase Board, see Tetraphase's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") filed with the Securities and Exchange Commission (the "SEC") in connection with the Offer, a copy of which (without certain exhibits) is being furnished to stockholders concurrently herewith.

The Offer is being made in connection with the Merger Agreement, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, the Merger will be effected. The Merger shall become effective when a certificate of merger is filed with the Secretary of State of the State of Delaware (or at such subsequent date and time as may be agreed by Melinta, Tetraphase and Purchaser and specified in the certificate of merger) (the "Effective Time").

In connection with the execution of the Merger Agreement, the Supporting Stockholders entered into the Support Agreements. Subject to the terms and conditions of the Support Agreements, each of the Supporting Stockholders agreed, among other things, subject to certain exceptions, to tender its Shares (including any warrants to purchase Shares), pursuant to the Offer and, subject to certain exceptions, not to otherwise transfer any of the Shares that are subject to the Support Agreements. The Shares of the Supporting Stockholders subject

to Support Agreements represent in the aggregate approximately 20% of the outstanding voting power of Tetraphase as of June 2, 2020 (assuming no exercise of outstanding equity awards). The Supporting Stockholders agreed, among other things, subject to certain exceptions, to tender their Shares.

At the Effective Time, each Share issued and outstanding immediately prior to the Effective Time (other than (i) any Shares held by Tetraphase (or held in the treasury of Tetraphase), (ii) each Share owned by Melinta, Purchaser or any other direct or indirect wholly owned subsidiary of Melinta immediately prior to the Effective Time which will be canceled without any conversion thereof and no consideration will be delivered in exchange therefor, and (iii) any Shares owned by Tetraphase's stockholders who have properly exercised and perfected their demands for appraisal of such Shares in accordance with the DGCL and have neither withdrawn nor lost such rights prior to the Effective Time) will be canceled and will be converted automatically into the right to receive consideration equal to the Offer Price payable, without any interest, without regard to any applicable vesting or employment based forfeiture conditions, and subject to any withholding taxes, to the holder of such Share, upon surrender of the certificate that formerly evidenced such Share or, with respect to uncertificated Shares, upon the receipt by the Depositary and Paying Agent of an Agent's Message (as defined below) relating to such Shares.

The Merger Agreement is more fully described in Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements," which also contains a discussion of the treatment of Tetraphase RSUs, Tetraphase PRSUs and Tetraphase Options in the Merger. Section 5 - "Certain U.S. Federal Income Tax Consequences of the Offer and the Merger" below describes certain U.S. federal income tax consequences generally applicable to Holders (as defined below) whose Shares are tendered and accepted for purchase pursuant to the Offer or whose Shares are exchanged in the Merger.

Because the Merger will be consummated in accordance with Section 251(h) of the DGCL, approval of the Merger will not require a vote of Tetraphase's stockholders. Section 251(h) of the DGCL provides that stockholder approval of a merger is not required if certain requirements are met, including that (i) the acquiring company consummates a tender offer for any and all of the outstanding stock of the company to be acquired that, absent Section 251(h) of the DGCL, would be entitled to vote on the merger, (ii) following the consummation of such tender offer, the acquiring company owns at least such percentage of the stock of the company to be acquired that, absent Section 251(h) of the DGCL, would be required to adopt the merger agreement, and (iii) at the time that the board of directors of the company to be acquired approves the merger agreement, no other party to the merger agreement is an "interested stockholder" under the DGCL. If the Minimum Condition is satisfied and we accept Shares for payment pursuant to the Offer, we will hold a sufficient number of Shares to ensure that Tetraphase will not be required to submit the adoption of the Merger Agreement to a vote of its stockholders. For purposes of determining whether the Minimum Condition has been met, holders of approximately 20% of the outstanding voting power of Tetraphase (assuming no exercise of outstanding equity awards) have entered into Support Agreements and have agreed, among other things, subject to certain exceptions, to tender its Shares. As a result of the Merger, Tetraphase will cease to be a publicly traded company and will become a wholly owned subsidiary of Melinta. See Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements."

**This Offer to Purchase and the related Letter of Transmittal contain important information and both documents should be read carefully and in their entirety before any decision is made with respect to the Offer.**

## THE TENDER OFFER

### 1. Terms of the Offer.

Upon the terms and subject to the prior satisfaction or waiver of the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), we will accept for payment, purchase and pay for all Shares validly tendered prior to the expiration of the Offer, and not properly withdrawn in accordance with the procedures set forth in Section 4 - "Withdrawal Rights." The Offer will expire at one minute after 11:59 p.m. Eastern Time on Monday, July 10, 2020 (the "Expiration Date"), unless we have extended the Offer in accordance with the terms of the Merger Agreement, in which event the term "Expiration Date" will mean the date to which the initial expiration date of the Offer is so extended.

**The Offer is conditioned upon the satisfaction of the Minimum Condition and the other conditions described in Section 13 - "Conditions of the Offer." For purposes of determining whether the Minimum Condition is met, holders of approximately 20% of the outstanding voting power of Tetraphase have entered into Support Agreements and have agreed, among other things, subject to certain exceptions, to tender their Shares. We may terminate the Offer without purchasing any Shares if certain events described in Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements - Summary of the Merger Agreement - Termination" occur.**

Purchaser expressly reserves the right, in its sole discretion, to (i) increase the Offer Price (by increasing the Cash Consideration (as defined in the Merger Agreement) and/or the amounts that may become payable pursuant to the CVR Agreement), (ii) add additional milestones solely with respect to the additional milestone payments to the CVR Agreement, (iii) waive any Offer Condition, (iv) modify any of the other terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement, except that Tetraphase's consent is required for Melinta or Purchaser to:

(1) reduce the Offer Price or increase the Offer Price by an increment of less than $0.05 per Share;

(2) change the form of consideration payable in the Offer ( other than increasing the Offer Price as expressly contemplated by the Merger Agreement);

(3) reduce the number of Shares sought to be purchased in the Offer;

(4) waive, amend or change the Minimum Condition or the condition requiring the Merger Agreement to have not been validly terminated in accordance with its terms;

(5) add to the Offer Conditions;

(6) extend the expiration of the Offer except as provided in the Merger Agreement;

(7) provide any "subsequent offering period" (or any extension thereof) within the meaning of Rule 14d-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); or

(8) modify any the Offer Conditions or other terms of the Offer in any manner that adversely affects the holders of Shares or that would reasonably be expected to prevent or materially delay or impair the consummation of the Offer.

Upon the terms and subject to the satisfaction or waiver of the conditions of the Offer and the Merger Agreement, including the Minimum Condition, we will (i) immediately after the Expiration Date irrevocably accept for payment all Shares tendered (and not validly withdrawn) pursuant to the Offer and (ii) as promptly as practicable thereafter (and in no event later than on the business day which the satisfaction or waiver occurs) deposit with the Depositary and Paying Agent all of the funds necessary to pay for all such Shares. The time at which Purchaser accepts for payment Shares tendered in the Offer is referred to as the "Acceptance Time."

If, on or before the Expiration Date, we increase the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased in

the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration. We also expressly reserve the right to modify the terms of the Offer, subject to compliance with the Exchange Act, the Merger Agreement and the restrictions identified in paragraphs (1) through (8) above.

The Merger Agreement provides that (i) if at any then-scheduled Expiration Date, any condition to the Offer is not satisfied (unless such condition is waivable by Purchaser or Melinta and has been waived), Purchaser may, in its discretion (and without the consent of Tetraphase or any other person), extend the Offer for additional periods of up to ten (10) business days per extension, to permit such condition to be satisfied; (ii) if at any then-scheduled Expiration Date any condition to the Offer is not satisfied (unless such condition is waivable by Purchaser or Melinta and has been waived), at the request of Tetraphase, Purchaser shall, and Melinta shall cause Purchaser to extend the Offer for additional periods specified by Tetraphase of up to ten (10) business days per extension (or such other period as the parties may agree) in order to permit such condition to be satisfied; provided, that Purchaser will not (i) be required to extend the Offer beyond the earlier to occur of the valid termination of the Merger Agreement in accordance with its terms and the End Date (defined in the Merger Agreement as August 18, 2020) (such earlier occurrence, the "Extension Deadline"), or (ii) be permitted to extend the Offer beyond the Extension Deadline without Tetraphase's prior written consent. See Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements."

Except as set forth above, there can be no assurance that we will be required under the Merger Agreement to extend the Offer. During any extension of the initial offering period pursuant to the paragraphs above, all Shares previously tendered and not withdrawn will remain subject to the Offer and subject to withdrawal rights. See Section 4 - "Withdrawal Rights."

Without Tetraphase's consent, there will not be a subsequent offering period for the Offer.

If, subject to the terms of the Merger Agreement, we make a material change in the terms of the Offer or the information concerning the Offer, or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1 under the Exchange Act or otherwise. The minimum period during which a tender offer must remain open following material changes in the terms of the tender offer or the information concerning the tender offer, other than a change in the consideration offered or a change in the percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. With respect to a change in the consideration offered or a change in the percentage of securities sought, a tender offer generally must remain open for a minimum of ten (10) business days following such change to allow for adequate disclosure to stockholders.

We expressly reserve the right, in our sole discretion, subject to the terms and upon the conditions of the Merger Agreement and the applicable rules and regulations of the SEC, to not accept for payment any Shares if, at the expiration of the Offer, any of the conditions to the Offer set forth in Section 13 - "Conditions of the Offer" have not been satisfied. Under certain circumstances, Melinta and Purchaser may terminate the Merger Agreement and the Offer.

Any extension, waiver or amendment of the Offer or termination of the Offer will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m. Eastern Time on the next business day after the Expiration Date in accordance with the public announcement requirements of Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1(d) under the Exchange Act. Without limiting our obligation under such rule or the manner in which we may choose to make any public announcement, we currently intend to make announcements by issuing a press release to the PR Newswire (or such other national media outlet or outlets we deem prudent) and making any appropriate filing with the SEC.

Promptly following the purchase of Shares in the Offer, we expect to complete the Merger without a vote of the stockholders of Tetraphase pursuant to Section 251(h) of the DGCL.

Tetraphase has agreed to provide us with its list of stockholders and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on Tetraphase's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

## 2. Acceptance for Payment and Payment for Shares.

Subject to the satisfaction or waiver of all the conditions to the Offer set forth in Section 13 - "Conditions of the Offer," we will immediately after the Expiration Date irrevocably accept for payment all Shares tendered (and not validly withdrawn) pursuant to the Offer and, promptly after the Acceptance Time (and in any event within the business day), pay for such Shares.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary and Paying Agent of (i) certificates representing such Shares or confirmation of the book-entry transfer of such Shares into the Depositary and Paying Agent's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in Section 3 - "Procedures for Tendering Shares," (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal), and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by Depositary and Paying Agent. See Section 3 - "Procedures for Tendering Shares."

For purposes of the Offer, if and when Purchaser gives oral or written notice to the Depositary and Paying Agent of its acceptance for payment of such Shares pursuant to the Offer, then Purchaser has accepted for payment and thereby purchased Shares validly tendered and not validly withdrawn pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary and Paying Agent, which will act as agent for the tendering stockholders for purposes of receiving payments from us and transmitting such payments to the tendering stockholders. **Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares**.

If any tendered Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased Shares will be returned (or new certificates for the Shares not tendered will be sent), without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary and Paying Agent's account at DTC pursuant to the procedures set forth in Section 3 - "Procedures for Tendering Shares," such Shares will be credited to an account maintained with DTC) promptly following expiration or termination of the Offer.

## 3. Procedures for Tendering Shares.

**Valid Tender of Shares**. Except as set forth below, to validly tender Shares pursuant to the Offer, (i) a properly completed and duly executed Letter of Transmittal in accordance with the instructions of the Letter of Transmittal, with any required signature guarantees, or an Agent's Message (as defined below) in connection with a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal and any other customary documents required by the Depositary and Paying Agent, must be received by the Depositary and Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase prior to the expiration of the Offer and either (a) certificates representing Shares tendered must be delivered to the Depositary and Paying Agent or (b) such Shares must be properly delivered pursuant to the procedures for book-

entry transfer described below and a confirmation of such delivery received by the Depositary and Paying Agent (which confirmation must include an Agent's Message (as defined below) if the tendering stockholder has not delivered a Letter of Transmittal), in each case, prior to the Expiration Date or (ii) the tendering stockholder must comply with the guaranteed delivery procedures set forth below. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and Paying Agent and forming a part of a Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation (as defined below) that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant.

**Book-Entry Transfer**. The Depositary and Paying Agent will take steps to establish and maintain an account with respect to the Shares at DTC for purposes of the Offer. Any financial institution that is a participant in DTC's systems may make a book-entry transfer of Shares by causing DTC to transfer such Shares into the Depositary and Paying Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer, either the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be transmitted to and received by the Depositary and Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date or the tendering stockholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary and Paying Agent's account at DTC as described above is referred to herein as a "Book-Entry Confirmation."

**Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Depositary and Paying Agent.**

**Signature Guarantees and Stock Powers**. Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on a Letter of Transmittal need not be guaranteed (i) if the Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this section, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith and such registered owner has not completed the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered owner of the certificates surrendered, then the tendered certificates must be registered or accompanied by appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear on the certificates, with the signatures on the certificates or stock powers guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

If certificates representing Shares are forwarded separately to the Depositary and Paying Agent, a properly completed and duly executed Letter of Transmittal must accompany each delivery of certificates.

**Guaranteed Delivery.** A stockholder who desires to tender Shares pursuant to the Offer and whose certificates for Shares are not immediately available and cannot be delivered to the Depositary and Paying Agent prior to the expiration of the Offer, or who cannot complete the procedure for book-entry transfer prior to the expiration of the Offer, or who cannot deliver all required documents to the Depositary and Paying Agent prior to the expiration of the Offer, may tender such Shares by satisfying all of the requirements set forth below:

- such tender is made by or through an Eligible Institution;

- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser, is received by the Depositary and Paying Agent (as provided below) prior to the Expiration Date; and
- the certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to all such Shares), together with a properly completed and duly executed Letter of Transmittal, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and any other required documents, are received by the Depositary and Paying Agent within two (2) trading days after the date of execution of such Notice of Guaranteed Delivery. A "trading day" is any day on which Nasdaq is open for business.

The Notice of Guaranteed Delivery may be delivered by overnight courier to the Depositary and Paying Agent or mailed to the Depositary and Paying Agent and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery. Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Condition unless and until Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary and Paying Agent prior to the expiration of the Offer.

**THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.**

**Other Requirements**. Purchaser will pay for Shares tendered (and not validly withdrawn) pursuant to the Offer only after timely receipt by the Depositary and Paying Agent of (i) certificates for (or a timely Book-Entry Confirmation with respect to) such Shares, (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary and Paying Agent. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary and Paying Agent. **Under no circumstances will Purchaser pay interest on the purchase price of Shares, regardless of any extension of the Offer or any delay in making such payment**. If your Shares are held in street name (i.e., through a broker, dealer, commercial bank, trust company or other nominee), your Shares can be tendered by your nominee by book-entry transfer through the Depositary and Paying Agent. If you are unable to deliver any required document or instrument to the Depositary and Paying Agent by the expiration of the Offer, you may gain some extra time by having a broker, a bank or other fiduciary that is an eligible guarantor institution guarantee that the missing items will be received by the Depositary and Paying Agent by using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary and Paying Agent must receive the missing items together with the Shares within two (2) trading days after the date of execution of the Notice of Guaranteed Delivery.

**Binding Agreement**. Our acceptance for payment of Shares tendered pursuant to one of the procedures described above will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions of the Offer.

**Appointment as Proxy**. By executing and delivering a Letter of Transmittal as set forth above (or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal), the tendering

stockholder irrevocably appoints Purchaser's designees as such stockholder's proxies, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by us and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of the Merger Agreement. All such proxies and powers of attorney will be considered coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, we accept for payment Shares tendered by such stockholder as provided herein. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such stockholder will be revoked, and no subsequent powers of attorney, proxies and consents may be given (and, if given, will not be deemed effective). Our designees will, with respect to the Shares or other securities and rights for which the appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of the stockholders of Tetraphase, by written consent in lieu of any such meeting or otherwise. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our payment for such Shares we must be able to exercise full voting, consent and other rights to the extent permitted under applicable law with respect to such Shares and other securities, including voting at any meeting of stockholders or executing a written consent concerning any matter.

**Determination of Validity**. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by us in our sole and absolute discretion, which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of or payment for which may, in our opinion, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of Melinta, Purchaser or any of their respective affiliates or assigns, the Depositary and Paying Agent, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto and any other documents related to the Offer) will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction.

**Backup Withholding**. Payments made to a stockholder upon such stockholder's exchange of Shares pursuant to the Offer or the Merger may be subject to information reporting, and the Cash Amount paid to a holder of Shares may be subject to backup withholding (currently at the rate of 24%). In addition, payments with respect to a CVR may be subject to information reporting and backup withholding.

A U.S. Holder (as defined below in Section 5 - "Certain U.S. Federal Income Tax Consequences of the Offer and the Merger") will not be subject to backup withholding if (i) the U.S. Holder (A) furnishes a correct taxpayer identification number ("TIN") and complies with certain certification procedures (generally, by providing a properly completed and executed IRS Form W-9, which will be included with the applicable Letter of Transmittal to be returned to the Depositary and Paying Agent); or (B) otherwise establishes to the satisfaction of the Depositary and Paying Agent that such U.S. Holder is exempt from backup withholding and (ii) with respect to payments on the CVRs, provides the rights agent with a certification described in clause (i)(A) of this sentence or otherwise establishes an exemption from backup withholding.

A Non-U.S. Holder (as defined below in Section 5 - "Certain U.S. Federal Income Tax Consequences of the Offer and the Merger") will generally not be subject to backup withholding if the Non-U.S. Holder certifies to the applicable withholding agent that it is exempt from backup withholding by providing a properly executed IRS Form W-8BEN-E or W-8BEN, as applicable (or other applicable IRS Form W-8) or otherwise establishes an exemption. Non-U.S. Holders should consult their own tax advisors to determine which IRS Form W-8 is appropriate.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be refunded or credited against your U.S. federal income tax liability, provided the required information is timely furnished in the appropriate manner to the IRS.

## 4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares pursuant to the Offer are irrevocable. However, a stockholder has withdrawal rights that are exercisable until the expiration of the Offer (i.e., at any time prior to one minute after 11:59 p.m. Eastern Time on July 10, 2020), or in the event the Offer is extended, on such date and time to which the Offer is extended. In addition, Pursuant to Section 14(d)(5) of the Exchange Act, Shares may be withdrawn at any time after August 11, 2020, which is the 60th day after the date of the commencement of the Offer, unless prior to that date Purchaser has accepted for payment the Shares validly tendered in the Offer.

For a withdrawal of Shares to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary and Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the record holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 - “Procedures for Tendering Shares,” any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares. If certificates representing the Shares have been delivered or otherwise identified to the Depositary and Paying Agent, the name of the registered owner and the serial numbers shown on such certificates must also be furnished to the Depositary and Paying Agent prior to the physical release of such certificates.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by us, in our sole discretion, which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction. No withdrawal of Shares will be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Melinta, Purchaser or any of their respective affiliates or assigns, the Depositary and Paying Agent, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by following one of the procedures for tendering Shares described in Section 3 - “Procedures for Tendering Shares” at any time prior to the expiration of the Offer.

If Purchaser extends the Offer, delays its acceptance for payment of Shares, or is unable to accept for payment Shares pursuant to the Offer, for any reason, then, without prejudice to Purchaser’s rights under the Offer, the Depositary and Paying Agent may nevertheless, on Purchaser’s behalf, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders exercise withdrawal rights as described in this Section 4.

## 5. Certain U.S. Federal Income Tax Consequences of the Offer and the Merger.

The following summary describes certain U.S. federal income tax consequences generally applicable to Holders (as defined below) whose Shares are exchanged for cash and CVRs in the Offer or Merger. This summary is for general information only and is not tax advice. This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the “Code”), Treasury Regulations promulgated under the Code, published rulings, administrative pronouncements, and judicial decisions, all as in effect on the date hereof and all of which

are subject to change or differing interpretations, possibly with retroactive effect. This summary addresses only Holders (as defined below) who hold their Shares as capital assets within the meaning of the Code (generally, property held for investment) and does not address all of the tax consequences that may be relevant to Holders in light of their particular circumstances or to certain types of Holders subject to special treatment under the Code, including pass-through entities (including partnerships and S corporations for U.S. federal income tax purposes) and partners or investors who hold their Shares through such entities, certain financial institutions, brokers, dealers or traders in securities or other persons that generally mark their securities to market for U.S. federal income tax purposes, insurance companies, expatriates, mutual funds, real estate investment trusts, regulated investment companies, cooperatives, tax-exempt organizations (including private foundations), retirement plans, controlled foreign corporations, passive foreign investment companies, persons who are subject to the alternative minimum tax, persons who hold their Shares as part of a straddle, hedge, conversion, constructive sale, synthetic security, integrated investment, or other risk-reduction transaction for U.S. federal income tax purposes, stockholders that have a functional currency other than the U.S. dollar, persons that own or have owned within the past five years (or are deemed to own or to have owned within the past five years) 5% or more of the outstanding Shares, Holders of Shares that exercise appraisal rights, persons who acquired their Shares upon the exercise of stock options or otherwise as compensation, and persons who hold warrants or pre-funded warrants of Tetraphase. This summary does not address any U.S. federal estate, gift, or other non-income tax consequences, the effects of the Medicare contribution tax on net investment income, or any state, local, or non-U.S. tax consequences.

As used in this summary, the term “U.S. Holder” means a beneficial owner of Shares that, for U.S. federal income tax purposes, is (i) a citizen or individual resident of the United States, (ii) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the United States or any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (A) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons has the authority to control all substantial decisions of the trust or (B) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

As used in this summary, the term “Non-U.S. Holder” means a beneficial owner of Shares that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes, and the term “Holder” means a U.S. Holder or a Non-U.S. Holder.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) exchanges Shares for cash and CVRs pursuant to the Offer or the Merger, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A partner in a partnership holding Shares should consult its tax advisor regarding the tax consequences of exchanging Shares for cash and CVRs pursuant to the Offer or the Merger.

We have not sought, and do not expect to seek, a ruling from the IRS as to any U.S. federal income tax consequence described herein, and no assurance can be given that the IRS will not take a position contrary to the discussion below, or that a court will not sustain any challenge by the IRS in the event of litigation.

**Stockholders are urged to consult their tax advisors to determine the tax consequences to them of exchanging Shares for cash and CVRs pursuant to the Offer or the Merger in light of their particular circumstances.**

**U.S. Holders.** The exchange of Shares for cash and CVRs pursuant to the Offer or the Merger generally will be a taxable transaction to U.S. Holders for U.S. federal income tax purposes. The amount of gain or loss a U.S. Holder recognizes, and the timing and potential character of a portion of such gain or loss, depends on the U.S. federal income tax treatment of the CVRs, with respect to which there is a significant amount of uncertainty. The installment method of reporting any gain attributable to the receipt of a CVR generally will not be available

with respect to the disposition of Shares pursuant to the Offer or the Merger because the Shares are traded on an established securities market.

There is no legal authority directly addressing the U.S. federal income tax treatment of the receipt of the CVRs in connection with the Offer or the Merger. The receipt of the CVRs as part of the Offer or the Merger consideration might be treated as a "closed transaction" or as an "open transaction" for U.S. federal income tax purposes, each discussed below.

Pursuant to U.S. Treasury regulations addressing contingent payment obligations analogous to the CVRs, if the fair market value of the CVRs is "reasonably ascertainable," a U.S. Holder should treat the transaction as a "closed transaction" and treat the fair market value of the CVRs as part of the consideration received in the Offer or the Merger for purposes of determining gain or loss. On the other hand, if the fair market value of the CVRs cannot be reasonably ascertained, a U.S. Holder should treat the transaction as an open transaction for purposes of determining gain or loss. These Treasury regulations state that only in "rare and extraordinary" cases would the value of contingent payment obligations not be reasonably ascertainable. There is no authority directly addressing whether contingent payment rights with characteristics similar to the rights under a CVR should be treated as "open transactions" or "closed transactions," and such question is inherently factual in nature. The CVRs also may be treated as debt instruments for U.S. federal income tax purposes, which would affect the amount, timing, and character of any gain, income or loss with respect to the CVRs. However, as such treatment is unlikely, the discussion below does not address the tax consequences of such a characterization. We urge you to consult your own tax advisor with respect to the proper characterization of the receipt of, and payments made with respect to, a CVR.

The following sections discuss the tax consequences of the Offer or Merger, as applicable, if the exchange of Shares for cash and CVRs pursuant to the Offer or the Merger, as applicable, is treated as a closed transaction or, alternatively, as an open transaction. Under either "closed" or "open" transaction treatment, gain or loss generally will be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged pursuant to the Merger.

*Treatment as Closed Transaction.* If the receipt of the CVRs is treated as, or determined to be, part of a closed transaction for U.S. federal income tax purposes, then a U.S. Holder generally would recognize capital gain or loss on a sale of Shares for the Offer Price pursuant to the Offer or an exchange of Shares for the Offer Price pursuant to the Merger, in an amount equal to the difference, if any, between (i) the amount of cash received plus the fair market value (determined as of the closing of the Offer or the Effective Time, as the case may be) of any CVRs received and (ii) the U.S. Holder's adjusted tax basis in the Shares sold or exchanged. The proper method to determine the fair market value of a CVR is not clear, but it is possible that the trading value of Tetraphase's common stock would be considered along with other factors in making that determination. Any capital gain or loss recognized will be long-term capital gain or loss if the Holder's holding period for such Shares exceeds one year. The deductibility of capital losses is subject to limitations.

A U.S. Holder's initial tax basis in a CVR received in either the Offer or the Merger would equal the fair market value of such CVR as determined for U.S. federal income tax purposes. The holding period for a CVR would begin on the day following the date of the closing of the Offer or the Effective Time, as the case may be.

There is no authority directly addressing the U.S. federal income tax treatment of receiving payments on the CVRs and, therefore, the amount, timing and character of any gain, income or loss with respect to the CVRs would be uncertain. For example, payments with respect to the CVRs could be treated as payments with respect to a sale or exchange of a capital asset or as giving rise to ordinary income. It is also possible that, were a payment to be treated as being with respect to the sale of a capital asset, a portion of such payment would constitute imputed interest under Section 483 of the Code (as described below under "Treatment as Open Transaction").

*Treatment as Open Transaction*. If the transaction is treated as an "open transaction" for U.S. federal income tax purposes, a U.S. Holder should generally recognize capital gain for U.S. federal income tax purposes in the year of the Offer or the Merger if and to the extent the amount of cash received as of the closing of the Offer or the Effective Time, as the case may be, exceeds such U.S. Holder's adjusted tax basis in the Shares sold or exchanged. However, a U.S. Holder would not recognize loss for U.S. federal income tax purposes in the year of the Offer or the Merger if its adjusted tax basis exceeds the amount of cash received as of the closing of the Offer or the Effective Time, as the case may be.

The fair market value of the CVRs would not be treated as additional consideration for the Shares at the time the CVRs are received in the Offer or the Merger, and the U.S. Holder would have no tax basis in the CVRs. Instead, the U.S. Holder would take payments under the CVRs into account when made or deemed made in accordance with the U.S. Holder's regular method of accounting for U.S. federal income tax purposes. A portion of such payments would be treated as interest income under Section 483 of the Code (as discussed below) and the balance, in general, as additional consideration for the disposition of the Shares. The portion of payments on the CVRs not treated as imputed interest under Section 483 of the Code will generally be treated as gain to the extent the sum of such payments (and all previous payments under the CVRs), together with the cash received upon the closing of the Offer or Merger, exceeds such U.S. Holder's adjusted tax basis in the Shares surrendered pursuant to the Offer or Merger. Subject to the imputed interest rules discussed below, a U.S. Holder that does not receive cash pursuant to the Offer or Merger (including for this purpose any cash received as payments on the CVRs) in an amount at least equal to such U.S. Holder's adjusted tax basis in the Shares surrendered pursuant to the Offer or Merger should recognize a capital loss in the year that the U.S. Holder's right to receive further payments under the CVR terminates, or possibly upon such U.S. Holder's abandonment of its CVRs. Any such capital gain or loss will be long-term if the Shares were held for more than one year prior to such disposition. The deductibility of capital losses is subject to certain limitations.

A portion of the payments made with respect to a CVR may be treated as imputed interest, which would be ordinary income to the U.S. Holder of a CVR. The portion of any payment made with respect to a CVR treated as imputed interest under Section 483 of the Code will be determined at the time such payment is made and generally should equal the excess of (1) the amount of the payment in respect of the CVRs over (2) the present value of such amount as of the closing of the Offer or the Effective Time, as the case may be, calculated using the applicable federal rate as the discount rate. The applicable federal rate is published monthly by the IRS. The relevant applicable federal rate will be the lower of the lowest applicable federal rate in effect during the three month period ending with the month that includes the date on which the Merger Agreement was signed or the lowest applicable federal rate in effect during the three month period ending with the month that includes the date of the closing of the Offer or the Effective Time, as applicable. A U.S. Holder must include in its taxable income interest imputed pursuant to Section 483 of the Code using such Holder's regular method of accounting for U.S. federal income tax purposes.

**Non-U.S. Holders**. Any gain realized by a Non-U.S. Holder upon the tender of Shares pursuant to the Offer or the exchange of Shares pursuant to the Merger, as the case may be, generally will not be subject to U.S. federal income tax unless:

- the gain is effectively connected with a U.S. trade or business of such Non-U.S. Holder (and, if an applicable income tax treaty so provides, is also attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States), in which case the Non-U.S. Holder generally will be taxed in the same manner as a U.S. Holder (as described above under "U.S. Holders"), except that if the Non-U.S. Holder is a foreign corporation, an additional branch profits tax may apply at a rate of 30% (or a lower applicable treaty rate); or
- the Non-U.S. Holder is a nonresident alien individual who is present in the United States for 183 days or more in the taxable year of the closing of the Offer or the Effective Time, as the case may be, and certain other conditions are met, in which case the Non-U.S. Holder may be subject to a 30% U.S. federal income tax (or a tax at a reduced rate under an applicable income tax treaty) on such gain (net of certain U.S. source losses).

Generally, if payments are made to a Non-U.S. Holder with respect to a CVR, such Non-U.S. Holder may be subject to withholding at a rate of 30% (or a lower applicable treaty rate) of the portion of any such payments treated as imputed interest (as discussed above under "U.S. Holders - Treatment as Open Transaction"), unless such Non-U.S. Holder establishes its entitlement to exemption from or a reduced rate of withholding under an applicable tax treaty by providing the appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8) to the applicable withholding agents. As discussed above, the tax treatment of the CVRs is unclear, and it is possible that Purchaser or the applicable withholding agent may be required to withhold additional amounts on payments with respect to the CVRs.

**Information Reporting, Backup Withholding and FATCA**. Information reporting generally will apply to payments to a Holder pursuant to the Offer or the Merger (including payments with respect to a CVR), unless such Holder is an entity that is exempt from information reporting and, when required, properly demonstrates its eligibility for exemption. Any payment to a U.S. Holder that is subject to information reporting generally will also be subject to backup withholding, unless such U.S. Holder (i) provides the appropriate documentation (generally, IRS Form W-9) to the applicable withholding agent certifying that, among other things, its taxpayer identification number is correct, or otherwise establishes an exemption and (ii) with respect to payments on the CVRs, provides the rights agent with the certification documentation in clause (i) of this sentence or otherwise establishes an exemption from backup withholding tax.

The information reporting and backup withholding rules that apply to payments to a Holder pursuant to the Offer and Merger generally will not apply to payments to a Non-U.S. Holder if such Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (generally by providing an IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8) or otherwise establishes an exemption. Non-U.S. Holders should consult their own tax advisors to determine which IRS Form W-8 is appropriate.

Certain stockholders (including corporations) generally are not subject to backup withholding. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability if the required information is properly and timely furnished by such U.S. Holder to the IRS.

Tax information provided to a U.S. Holder and the IRS on IRS Form 1099-B for the year of the Offer or the Merger, as applicable, may reflect only the cash amounts paid to the U.S. Holder on the Offer or the Merger and not the fair market value of the U.S. Holder's interest in payments made (or to be made) on the CVRs. Accordingly, a U.S. Holder that treats the Offer or the Merger as a "closed transaction" for U.S. federal income tax purposes may receive an IRS Form 1099-B reporting an amount received that is less than the amount such U.S. Holder will realize in the year of the Offer or the Merger, as applicable. In addition, any IRS Form 1099-B a U.S. Holder receives with respect to payments on the CVRs may reflect the entire amount of the CVR payments paid to the U.S. Holder (except imputed interest) and therefore may not take into account the fact that the U.S. Holder already included the value of the such payments in such U.S. Holder's amount realized in the year of the Offer or the Merger. As a result, U.S. Holders reporting under this method should not rely on the amounts reported to them on IRS Forms 1099-B with respect to the Offer or the Merger. U.S. Holders are urged to consult their tax advisors regarding how to accurately report their income under this method.

Under the "Foreign Account Tax Compliance Act" provisions of the Code, related U.S. Treasury guidance and related intergovernmental agreements ("FATCA"), Melinta or another applicable withholding agent will be required to withhold tax at a rate of 30% on the portion of payments on the CVRs reported as imputed interest, or possibly the entire CVR payment depending on the U.S. federal income tax treatment of the receipt of the CVRs, if a Non-U.S. Holder fails to meet prescribed certification requirements. In general, no such withholding will be required with respect to a person that timely provides certifications that establish an exemption from FATCA withholding on a valid IRS Form W-8. A Non-U.S. Holder may be able to claim a credit or refund of the amount withheld under certain circumstances. Each Non-U.S. Holder should consult its own tax advisor regarding the application of FATCA to the CVRs.

**THE FOREGOING SUMMARY DOES NOT PURPORT TO BE A COMPLETE DISCUSSION OF THE POTENTIAL TAX CONSEQUENCES OF THE OFFER OR THE MERGER OR THE OWNERSHIP OF CVRS. EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. INCOME, ESTATE AND OTHER TAX CONSIDERATIONS RELATING TO THE OFFER AND MERGER IN LIGHT OF ITS PARTICULAR CIRCUMSTANCES. NOTHING IN THIS SUMMARY IS INTENDED TO BE, OR SHOULD BE CONSTRUED AS, TAX ADVICE.**

## 6. Price Range of Shares; Dividends.

According to Tetraphase's Annual Report on Form 10-K for the fiscal year ended December 31, 2019 and Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020, the Shares are traded on Nasdaq under the symbol "TTPH." Tetraphase has advised Melinta that, as of the close of business on June 2, 2020, 7,263,236 Shares were outstanding. The following table sets forth, for the fiscal quarters indicated, the high and low sales prices per Share on Nasdaq with respect to the fiscal years ended December 31, 2018 and 2019 and the current fiscal year.

| Fiscal Year Ended December 31, 2018 | High | Low |
|---|---|---|
| First Quarter | $138.00 | $41.00 |
| Second Quarter | 89.80 | 59.20 |
| Third Quarter | 81.00 | 53.40 |
| Fourth Quarter | 55.80 | 20.20 |

| Fiscal Year Ended December 31, 2019 | High | Low |
|---|---|---|
| First Quarter | $ 33.40 | $21.80 |
| Second Quarter | 27.40 | 9.20 |
| Third Quarter | 10.60 | 4.15 |
| Fourth Quarter | 5.68 | 1.99 |

| Current Fiscal Year | High | Low |
|---|---|---|
| First Quarter | $ 3.86 | $ 0.56 |
| Second Quarter (through June 11, 2020) | 3.50 | 0.90 |

On May 29, 2020, the last Nasdaq trading day before Tetraphase announced that Purchaser's and Melinta's offer constituted a "Superior Offer" under the AcelRx Agreement, the reported closing sales price per Share on Nasdaq was $2.32. On June 11, 2020, the last full trading day prior to the commencement of the Offer, the reported closing sales price per Share on Nasdaq during normal trading hours was $2.35 per Share.

Tetraphase has never paid cash dividends on its common stock. In Tetraphase's Annual Report on Form 10-K for the fiscal year ended December 31, 2019 and Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020, Tetraphase indicated that it would continue to retain its future earnings for the development and growth of its business. Additionally, under the terms of the Merger Agreement, Tetraphase is not permitted to declare or pay any dividends on or make other distributions in respect of any of its capital stock. See Section 14 - "Dividends and Distributions." **Stockholders are urged to obtain a current market quotation for the Shares**.

## 7. Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations.

**Possible Effects of the Offer on the Market for the Shares**. The purchase of Shares pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and could adversely affect the liquidity and

market value of the remaining Shares held by the public. The purchase of Shares pursuant to the Offer can also be expected to reduce the number of holders of Shares. We cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price or marketability of the Shares or whether it would cause future market prices to be greater or less than the Offer Price.

**Nasdaq Listing**. Depending on the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the requirements for continued listing on Nasdaq. According to the published guidelines of The Nasdaq Stock Market, LLC, Nasdaq would consider disqualifying the Shares for listing on Nasdaq if, among other possible grounds, (a) the total number of holders of record and holders of beneficial interest, taken together, in the Shares falls below 400, (b) the bid price for a Share over a 30 consecutive business day period is less than $1.00, (c) (i) Tetraphase has stockholders' equity of less than $10 million, the number of publicly held Shares falls below 750,000, the market value of publicly held Shares over a 30 consecutive business day period is less than $5 million or there are fewer than two active and registered market makers in the Shares over a ten consecutive business day period, (ii) the number of publicly held Shares falls below 1,100,000, the market value of publicly held Shares over a 30 consecutive business day period is less than $15 million, there are fewer than four active and registered market makers in the Shares over a ten consecutive business day period, or the market value of Tetraphase's listed securities is less than $50 million over a 30 consecutive business day period or (iii) the number of publicly held shares falls below 1,100,000, the market value of publicly held Shares over a 30 consecutive business day period is less than $15 million, there are fewer than four active and registered market makers in the Shares over a ten consecutive business day period, or Tetraphase's total assets and total revenue is less than $50 million each for the most recently completed fiscal year (or in two of the last three fiscal years). Nasdaq has instituted temporary waivers of certain listing rules, but there can be no guarantee as to if or when these rules will be reinstated. Shares held by officers or directors of Tetraphase, or by any beneficial owner of more than 10 percent of the Shares, will not be considered as being publicly held for this purpose. According to Tetraphase, there were, as of June 2, 2020, approximately 7,263,236 Shares issued and outstanding. If, as a result of the purchase of Shares pursuant to the Offer or otherwise, the Shares are delisted from Nasdaq, the market for Shares will be adversely affected.

If Nasdaq were to delist the Shares, it is possible that the Shares would continue to trade on other securities exchanges or in the over-the-counter market and that price or other quotations for the Shares would be reported by other sources. The extent of the public market for such Shares and the availability of such quotations would depend, however, upon such factors as the number of stockholders and the aggregate market value of such securities remaining at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration under the Exchange Act as described below, and other factors. We cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for or marketability of the Shares or whether it would cause future market prices to be greater or less than the Offer Price.

**Trading in the Shares will cease upon consummation of the Merger if trading has not ceased earlier as discussed above.**

**Exchange Act Registration**. The Shares currently are registered under the Exchange Act. The purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for deregistration under the Exchange Act. Registration of the Shares may be terminated by Tetraphase upon application to the SEC if the outstanding Shares are not listed on a "national securities exchange" and if there are fewer than 300 holders of record of Shares.

We intend to seek to cause Tetraphase to apply for termination of registration of the Shares as soon as possible after consummation of the Offer if the requirements for termination of registration are met. Termination of registration of the Shares under the Exchange Act would reduce the information required to be furnished by Tetraphase to its stockholders and to the SEC and would make certain provisions of the Exchange Act (such as

the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement or information statement in connection with stockholders' meetings or actions in lieu of a stockholders' meeting pursuant to Sections 14(a) and 14(c) under the Exchange Act and the related requirement of furnishing an Annual Report to stockholders) no longer applicable with respect to the Shares. In addition, if the Shares are no longer registered under the Exchange Act, the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions would no longer be applicable to Tetraphase. Furthermore, the ability of "affiliates" of Tetraphase and persons holding "restricted securities" of Tetraphase to dispose of such securities pursuant to Rule 144 under the Securities Act of 1933, as amended, may be impaired or eliminated. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be eligible for continued inclusion on the Board of Governors of the Federal Reserve System's (the "Federal Reserve Board") list of "margin securities" or eligible for stock exchange listing.

If registration of the Shares is not terminated prior to the Merger, then the registration of the Shares under the Exchange Act will be terminated following completion of the Merger.

**Margin Regulations**. The Shares are currently "margin securities" under the regulations of the Federal Reserve Board, which has the effect, among other things, of allowing brokers to extend credit using such Shares as collateral. Depending upon factors similar to those described above regarding listing and market quotations, following the Offer, the Shares may no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board, in which event the Shares would be ineligible as collateral for margin loans made by brokers.

## 8. Certain Information Concerning Tetraphase.

The following description of Tetraphase and its business has been taken from Tetraphase's Annual Report on Form 10-K filed with the SEC for the fiscal year ended December 31, 2019 and Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020, filed with the SEC on May 7, 2020, and is qualified in its entirety by reference to such Form 10-K and Form 10-Q.

Tetraphase is a biopharmaceutical company using its proprietary chemistry technology to create, develop and commercialize novel tetracyclines for serious and life-threatening conditions, including bacterial infections caused by multidrug-resistant, or MDR, bacteria. There is a medical need for new antibiotics as resistance to existing antibiotics increases. In recognition of this need, Tetraphase has developed its product, Xerava (eravacycline), a fully synthetic fluorocycline, as an intravenous, or IV, antibiotic for use as a first-line empiric monotherapy for the treatment of MDR infections, including MDR Gram-negative infections, such as those found in complicated intra-abdominal infections, or cIAI.

Tetraphase was incorporated under the laws of the State of Delaware on July 7, 2006 as Tetraphase Pharmaceuticals, Inc. Tetraphase's principal executive offices are located at 480 Arsenal Way, Watertown, Massachusetts, 02472, and Tetraphase's telephone number is (617) 715-3600. Tetraphase's Internet website is http://www.tphase.com.

**Available Information**. Tetraphase is subject to the information and reporting requirements of the Exchange Act and in accordance therewith is obligated to file reports and other information with the SEC relating to its business, financial condition and other matters. Certain information, as of particular dates, concerning Tetraphase's business, principal physical properties, capital structure, material pending litigation, operating results, financial condition, directors and officers (including their remuneration and stock options granted to them), the principal holders of Tetraphase's securities, any material interests of such persons in transactions with Tetraphase, and other matters is required to be disclosed in proxy statements and periodic reports distributed to Tetraphase's stockholders and filed with the SEC. Copies may be obtained by mail, upon payment of the SEC's customary charges, by writing to its principal office at 100 F Street, NE, Washington, DC 20549. The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers, such as

Tetraphase, who file electronically with the SEC. The address of that site is http://www.sec.gov. Tetraphase also maintains an Internet website at http://www.tphase.com. The information contained in, accessible from or connected to Tetraphase's website is not incorporated into, or otherwise a part of, this Offer to Purchase or any of Tetraphase's filings with the SEC. The website addresses referred to in this paragraph are inactive text references and are not intended to be actual links to the websites.

**Sources of Information**. Except as otherwise set forth herein, the information concerning Tetraphase contained in this Offer to Purchase has been based upon publicly available documents and records on file with the SEC, other public sources and information provided by Tetraphase. Although we have no knowledge that any such information contains any misstatements or omissions, none of Melinta, Purchaser or Deerfield or any of their respective affiliates or assigns, the Information Agent or the Depositary and Paying Agent assumes responsibility for the accuracy or completeness of the information concerning Tetraphase contained in such documents and records or for any failure by Tetraphase to disclose events which may have occurred or may affect the significance or accuracy of any such information.

## 9. Certain Information Concerning Melinta, Purchaser and Deerfield.

**General**. Purchaser is a Delaware corporation with its principal offices located at c/o Melinta Therapeutics, Inc., 44 Whippany Rd, Suite 280, Morristown, NJ 07960. The telephone number of Purchaser is (844) 633-6568. Purchaser is a wholly owned subsidiary of Melinta. Purchaser was formed for the purpose of making a tender offer for all of the Shares of Tetraphase and has not engaged, and does not expect to engage, in any business other than in connection with the Offer and the Merger.

Melinta is a Delaware corporation with its principal offices located at 44 Whippany Rd, Suite 280, Morristown, NJ 07960. Melinta is controlled by Deerfield. The telephone number of Melinta is (844) 633-6568. Melinta is an antibiotics company developing and commercializing novel antibiotics providing new therapeutic solutions. On December 27, 2019, Melinta and certain of its debtor affiliates filed voluntary petitions for relief in the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") under Chapter 11 of the U.S. Bankruptcy Code. On April 11, 2020 the Bankruptcy Court entered an order confirming Melinta's Chapter 11 plan of reorganization, and pursuant to that plan, reorganized and emerged from bankruptcy on April 20, 2020.

DP III is a Delaware limited partnership managed by Deerfield Management. DP IV is a Delaware limited partnership managed by Deerfield Management. DP III and DP IV have entered into the Guarantee Agreement. Deerfield Management is a Delaware series limited partnership (Series C). DP III, DP IV and Deerfield Management's principal offices are located at 780 Third Avenue, New York, NY 10017. The telephone number of DP III, DP IV and Deerfield Management is (212) 551-1600. Deerfield Management is a healthcare investment management firm committed to advancing healthcare through investment, information and philanthropy. DP III and DP IV purchase, hold and sell securities and other investment products.

The name, citizenship, business address, business phone number, present principal occupation or employment and past material occupation, positions, offices or employment for at least the last five years for each director and each of the executive officers of Melinta, Purchaser and Deerfield and certain other information are set forth in Schedule A hereto.

During the last five years, none of Melinta, Purchaser and Deerfield or, to the best knowledge of Melinta, Purchaser and Deerfield, any of the persons listed in Schedule A hereto (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors and convictions that have been overturned on appeal) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of such laws.

Except as otherwise described in this Offer to Purchase, (i) none of Melinta, Purchaser, Deerfield, any majority-owned subsidiary of Melinta, Purchaser or Deerfield or, to the best knowledge of Melinta, Purchaser and Deerfield, any of the persons listed in Schedule A hereto or any associate or any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (ii) none of Melinta, Purchaser, Deerfield or, to the best knowledge of Melinta, Purchaser and Deerfield, any of the persons or entities referred to above nor any director, executive officer or subsidiary of any of the foregoing has effected any transaction in the Shares during the past 60 days.

Except as otherwise described in this Offer to Purchase, none of Melinta, Purchaser, Deerfield or, to the best knowledge of Melinta, Purchaser and Deerfield, any of the persons listed in Schedule A hereto, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of Tetraphase, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Except as set forth in this Offer to Purchase, none of Melinta, Purchaser, Deerfield or, to the best knowledge of Melinta, Purchaser and Deerfield, any of the persons listed on Schedule A hereto, has had any business relationship or transaction with Tetraphase or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between Melinta, Purchaser, Deerfield or any of their subsidiaries or, to the best knowledge of Melinta, Purchaser and Deerfield, any of the persons listed in Schedule A hereto, on the one hand, and Tetraphase or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets during the past two years.

**Available Information**. Pursuant to Rule 14d-3 under the Exchange Act, Melinta, Purchaser and Deerfield filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. Copies of the Schedule TO and the exhibits thereto, and reports, proxy statements and other information may be obtained by mail, upon payment of the SEC's customary charges, by writing to its principal office at 100 F Street, NE, Washington, DC 20549. The Schedule TO and the exhibits thereto, as well as other information filed by Deerfield, Melinta and Purchaser with the SEC, are available at the SEC's website on the Internet at www.sec.gov that contains the Schedule TO and the exhibits thereto and other information that Purchaser has filed electronically with the SEC.

## 10. Background of the Offer; Contacts with Tetraphase.

**Background of the Offer and the Merger; Past Contacts or Negotiations between Melinta, Purchaser, Deerfield and Tetraphase**. The following is a description of contacts between representatives of Melinta, Purchaser and Deerfield with representatives of Tetraphase that resulted in the execution of the Merger Agreement and the agreements related to the Offer. For a review of Tetraphase's activities relating to these contacts, please refer to Tetraphase's Schedule 14D-9 being mailed to stockholders with this Offer to Purchase.

### Background of the Offer and the Merger

On or about December 19, 2019, a representative of a financial advisor ("Financial Advisor A") contacted representatives of Deerfield to see if Deerfield had any interest in making a strategic investment in Tetraphase, based on certain public reports indicating Deerfield's potential increased involvement in the antibiotic sector.

On December 26, 2019, a representative of Financial Advisor A again contacted representatives of Deerfield to gauge interest in a strategic transaction with Tetraphase.

On January 8, 2020, Financial Advisor A contacted Deerfield and its legal representative, to gauge Deerfield's interest in a potential financing transaction with Tetraphase.

On January 15, 2020, Deerfield Management and Tetraphase entered into a confidentiality agreement (the "January 15 Agreement"). This agreement did not contain a standstill or any "don't ask / don't waive" provisions. Deerfield was not granted access to any confidential dataroom of Tetraphase, and otherwise did not access any confidential information of Tetraphase at this juncture.

On February 19, 2020, Larry Edwards, President and Chief Executive Officer of Tetraphase, and representatives of Deerfield had a general discussion regarding the healthcare industry and antibiotics in particular.

On March 4, 2020, Melinta announced that funds managed by Deerfield had been designated as the highest and best offer for Melinta and its assets following the completion of a formal marketing process, and Deerfield was as a result was designated the highest bidder to acquire the assets of Melinta in its Chapter 11 bankruptcy process.

On March 16, 2020, Tetraphase announced that it had entered into an Agreement and Plan of Merger with AcelRx Pharmaceuticals, Inc. ("AcelRx"), dated March 15, 2020, pursuant to which each outstanding share of Tetraphase common stock would be automatically converted into the right to receive (1) a number of shares of the AcelRx's common stock equal to 0.6303, subject to downward adjustment in the event that Tetraphase's closing net cash is less than $5,000,000, and (2) one contingent value right per share representing the right to receive certain consideration based on the achievement of net sales milestones (the "AcelRx Merger Agreement").

On April 16, 2020, representatives of Deerfield hosted a call with Mr. Edwards to better understand the anti-infectives space, as part of Deerfield's general industry diligence in advance of Melinta's emergence from bankruptcy on April 20, 2020. The parties discussed Melinta's product and Tetraphase's product. Deerfield did not raise any possibility of making any offer for Tetraphase, and no non-public information was shared or discussed.

On April 20, 2020, Melinta and Deerfield announced that Melinta had successfully completed its financial restructuring and had emerged from Chapter 11, with Deerfield as its sole stockholder.

On May 6, 2020, Tetraphase received an unsolicited proposal from La Jolla Pharmaceutical Company ("La Jolla") to acquire Tetraphase for $22 million in cash, plus an additional $12.5 million in cash potentially payable under contingent value rights to be issued in the transaction (the "La Jolla Proposal").

On May 7, 2020, the board of directors of Tetraphase (the "Tetraphase Board") determined in good faith, after consultation with its independent financial advisors and outside legal counsel, that the unsolicited La Jolla Proposal constituted or could reasonably be expected to lead to a Superior Offer as defined in the AcelRx Merger Agreement, and that the failure to (1) furnish, pursuant to an acceptable confidentiality agreement, information (including non-public information) to La Jolla, and (2) engage in or otherwise participate in discussions or negotiations with La Jolla in respect of the La Jolla Proposal could reasonably be expected to be inconsistent with the fiduciary duties of the Tetraphase Board to Tetraphase's stockholders under applicable legal requirements.

Later on May 7, 2020, the Tetraphase Board determined to consider the La Jolla Proposal, to enter into discussions and/or negotiations with respect to the La Jolla Proposal and enter into a confidentiality agreement and furnish non-public information to La Jolla.

On May 11, 2020, Deerfield and Melinta engaged Paul Hastings LLP ("Paul Hastings") as advisors to assist in evaluating a potential transaction with Tetraphase.

On May 14, 2020, representatives of Deerfield and Melinta sent to board members of Tetraphase and Janney Montgomery Scott ("Janney"), Tetraphase's financial advisor, a non-binding indication of interest from Melinta to acquire all of the outstanding Shares of Tetraphase at an aggregate purchase price of $27 million in cash, plus an additional $12.5 million in cash potentially payable under contingent value rights to be issued in the transaction, subject to the completion of confirmatory due diligence and the negotiation and execution of definitive agreements (the "May 14 Proposal"). In connection with the transmission of the May 14 Proposal, one member of Deerfield's management team left a voicemail for Tetraphase and two members of Deerfield's management team briefly spoke with Tetraphase's Chief Executive Officer to inform him of the May 14 Proposal.

On May 15, 2020, the Tetraphase Board determined that the May 14 Proposal could be reasonably likely to lead to a Superior Offer under the AcelRx Merger Agreement, and Melinta and Tetraphase executed a confidentiality agreement, which superseded the January 15 Agreement and did not contain a standstill provision (the "Confidentiality Agreement"). Immediately following the execution of the Confidentiality Agreement, Tetraphase provided Melinta and its representatives with access to a virtual data room containing information regarding the business of Tetraphase.

Later on May 15, 2020, Wilmer Cutler Pickering Hale and Dorr LLP ("WilmerHale"), counsel to Tetraphase, provided Paul Hastings with an initial draft of the agreement and plan of merger under which Melinta would acquire Tetraphase. The initial draft provided for a termination fee of $1.15 million in the event that Tetraphase terminated the agreement and plan of merger to accept a Superior Offer (as defined therein).

Between May 15, 2020 and May 21, 2020, Melinta conducted due diligence, which included diligence calls on May 18, 2020, May 20, 2020 and May, 22, 2020, and Paul Hastings and WilmerHale engaged in discussions regarding the draft agreement and plan of merger, draft contingent value rights agreement, draft guarantee and draft form of support agreement, with particular focus on the Tetraphase closing net cash value and the scope of the guarantee provided by the Deerfield Funds.

On May 21, 2020, a representative of Tetraphase hosted a call with representatives of Deerfield and Melinta to forecast Tetraphase's projected cash burn and closing net cash. Later on May 21, 2020, Melinta sent a revised proposal with a draft agreement and plan of merger, a draft form of contingent value rights agreement, a draft guarantee and a draft form of support agreement (collectively, the "May 21 Proposal"). The May 21 Proposal proposed paying the upfront cash consideration as follows: (i) $1.21 per share of Tetraphase common stock (including common stock underlying restricted stock units, performance-based stock units and pre-funded warrants), subject to downward adjustment in the event that Tetraphase's closing net cash is less than $3.0 million, (ii) $1.75 per share of Tetraphase common stock underlying the common stock warrants issued by Tetraphase in 2019, and (iii) $1.75 per share of Tetraphase common stock underlying the common stock warrants issued by Tetraphase in 2020.

Later on May 21, 2020, the Tetraphase Board, after consultation with its legal and financial advisors, determined that the May 21 Proposal constituted a Superior Offer (as defined in the AcelRx Merger Agreement) and delivered notice to AcelRx of this determination and Tetraphase's intention to consider making an adverse change in recommendation or terminate the AcelRx Agreement in order to enter into the merger agreement with Melinta.

On May 27, 2020, Tetraphase entered into an amendment to the AcelRx Merger Agreement increasing the consideration payable to the Tetraphase shareholders (the "First AcelRx Amendment"). Pursuant to the First AcelRx Amendment, the Tetraphase stockholders would receive (1) $0.2434 in cash and 0.7217 of a share of AcelRx common stock, subject to downward adjustment if the company's closing net cash were less than $5.0 million, and (2) one contingent value right, which would entitle the holder to receive its share of potential payments up to $14.5 million in the aggregate. The First AcelRx Amendment increased the termination fee payable to AcelRx to $1.441 million.

Additionally, during the morning of May 27, 2020, representatives from Janney contacted representatives from Melinta and Deerfield via email to notify them of the Board's decision. In the afternoon of May 27, 2020, representatives of Deerfield contacted representatives of Janney, indicating that Melinta intended to submit an amended offer later in the day.

Later on May 27, 2020, in response to the First AcelRx Amendment, Melinta transmitted a letter to the Tetraphase Board amending its May 21 Proposal by increasing the consideration payable under the May 21 Proposal to (1) $1.52 per share of Tetraphase common stock (including common stock underlying restricted stock units, performance-based stock units and pre-funded warrants), without any downward adjustments, (2) $2.21 per share of Tetraphase common stock underlying the common stock warrants issued by Tetraphase in 2019, (3) $2.21 per share of Tetraphase common stock underlying the common stock warrants issued by Tetraphase in 2020, and (4) contingent value rights for maximum potential payments up to $16.0 million in the aggregate (the "May 27 Proposal"). The May 27 Proposal stated that Melinta was prepared to execute the same merger agreement and other transaction documents as previously negotiated and agreed among the parties, subject only to a reduction in the target net cash of Tetraphase to $0, for purposes of the closing condition and downward purchase price adjustment (which had the effect of eliminating such requirements), and an extension of the outside date under the merger agreement to 75 days after the date a merger agreement is executed.

Later on the evening of May 27, 2020, the Tetraphase Board, after consultation with its legal and financial advisors, determined that the May 27 Proposal constituted a Superior Offer (as defined in the AcelRx Merger Agreement) and delivered notice to AcelRx of this determination and Tetraphase's intention to consider making an adverse change in recommendation or terminate the AcelRx Agreement (as modified by the First AcelRx Amendment) in order to accept the May 27 Proposal from Melinta. Pursuant to the AcelRx Merger Agreement, AcelRx had until 8:00 p.m. on June 1, 2020 to propose revisions to the terms of the AcelRx Merger Agreement, as amended, or to make other proposals so that the May 27 Proposal no longer constituted a Superior Offer.

Later on May 28, 2020, Tetraphase received from AcelRx a further revised proposal, which contemplated an approximately $38.0 million upfront payment composed of AcelRx stock and cash and $16.0 million in payments under the CVR agreement payable in cash, reflecting a further increase in the final milestone amount by $2.0 million. This revised AcelRx proposal increased the proportion of the upfront consideration that would be payable in cash, provided for upfront consideration to Tetraphase stockholders of $0.5872 in cash and 0.7409 of a share of AcelRx common stock per share of Tetraphase common stock, subject to downward adjustment in the event that the Company's closing net cash is less than $5.0 million. The revised AcelRx proposal specifically stated that the proposal could not be communicated to any third party or publicly disclosed without AcelRx's prior consent and, if it was so communicated, it would be rescinded, but that AcelRx would continue to pursue the merger under the AcelRx merger agreement, as amended, unless terminated pursuant to its terms.

In the evening on May 28, 2020, the Tetraphase Board met with members of management, representatives from WilmerHale and representatives from Janney to discuss and evaluate the revised AcelRx proposal and the reaction to the proposal by Tetraphase warrant holders. After reviewing with the Tetraphase Board its fiduciary duties in considering the revised proposal from AcelRx, representatives of WilmerHale updated the Tetraphase Board regarding the terms of AcelRx's draft amendment to the AcelRx Merger Agreement and other transaction documents. Further, representatives of Janney gave a financial presentation to the Tetraphase Board regarding the merger consideration to be received from AcelRx pursuant to the amendment, and further Janney confirmed to the Tetraphase Board that based upon and subject to the assumptions made, matters considered and limitations and qualifications upon the review undertaken by Janney set forth in the opinion dated as of March 15, 2020, the terms of the revised merger consideration would not have changed Janney's ability to deliver a fairness opinion, as of March 15, 2020, similar in scope to Janney's conclusion as of March 15, 2020. At this meeting, the Tetraphase Board determined in good faith, after consultation with its independent financial advisors and outside legal counsel, that, in light of the revised proposal from AcelRx, the May 27 Proposal ceased to be a Superior Offer and approved the second amendment to the AcelRx merger agreement (the "Second AcelRx Amendment"). Pursuant to the Second AcelRx Amendment, the Tetraphase stockholders would receive

(1) $0.5872 in cash and 0.7409 of a share of AcelRx common stock, subject to downward adjustment if the company's closing net cash were less than $5.0 million, and (2) one contingent value right, which would entitle the holder to receive its share of maximum potential payments up to $16.0 million in the aggregate. The Second AcelRx Amendment also increased the termination fee payable to AcelRx to $1.778 million.

On May 29, 2020, La Jolla contacted Tetraphase to request a due diligence call to discuss certain regulatory matters, and representatives from La Jolla and Tetraphase participated in a due diligence call regarding that topic. Also on May 29, 2020, representatives from Deerfield contacted representatives of Janney, and indicated that Melinta had reviewed the May 29, 2020 press release and had not yet come to any conclusions as to whether they would submit another proposal or not.

On May 31, 2020, in response to the Second AcelRx Amendment, Melinta transmitted a letter to the Tetraphase Board amending its May 27 Proposal by increasing the consideration payable under the May 27 Proposal to (1) $1.79 per share of Tetraphase common stock (including common stock underlying restricted stock units, performance-based stock units and pre-funded warrants), without any downward adjustments, (2) $2.47 per share of Tetraphase common stock underlying the common stock warrants issued by Tetraphase in 2019, (3) $2.47 per share of Tetraphase common stock underlying the common stock warrants issued by Tetraphase in 2020, and (4) contingent value rights for maximum potential payments up to $16.0 million in the aggregate (the "May 31 Proposal"). The May 31 Proposal stated that Melinta was prepared to execute the same merger agreement and other transaction documents as previously negotiated and agreed among the parties, subject only to a reduction in the target net cash of the Company to $0, for purposes of the closing condition and downward purchase price adjustment (which had the effect of eliminating such requirements), and an extension of the outside date under the merger agreement to 75 days after the date a merger agreement is executed. On the same day, Tetraphase provided notice to AcelRx of the receipt of the May 31 Proposal in accordance with the terms of the AcelRx Merger Agreement.

On June 1, 2020, the Tetraphase Board met with members of management, representatives from WilmerHale and representatives from Janney to discuss and evaluate the May 31 Proposal. At this meeting, the Tetraphase Board determined in good faith, after consultation with its independent financial advisors and outside legal counsel, that the May 31 Proposal was a Superior Offer and that the Board intended to consider making a Company Adverse Change in Recommendation (as defined in the AcelRx Merger Agreement) or terminating the AcelRx Merger Agreement and that the failure to take such action would be inconsistent with the fiduciary duties of the Tetraphase Board to Tetraphase's stockholders under applicable legal requirements. Later that day, Tetraphase orally informed AcelRx of the Board's determination and provided AcelRx with a written Determination Notice (as defined in the AcelRx merger agreement), as well as a copy of the May 31 Proposal. Pursuant to the AcelRx merger agreement, AcelRx had until 8:00 p.m. on June 3, 2020 to propose revisions to the terms of the AcelRx merger agreement or to make other proposals so that the May 31 Proposal no longer constituted a Superior Offer. On the evening of June 1, 2020, Tetraphase issued a press release to this effect, and on June 1, 2020, Tetraphase filed a Current Report on Form 8-K detailing the May 31 Proposal and the Tetraphase Board's determination. In its Current Report on Form 8-K Tetraphase stated that the Tetraphase Board (1) continued to recommend the AcelRx Merger Agreement with AcelRx to its stockholders, (2) was not modifying or withdrawing its recommendation with respect to the AcelRx Merger Agreement and the merger, or proposing to do so, and (3) was not making any recommendation with respect to the May 31 Proposal.

On June 3, 2020, AcelRx publicly announced that it would not further revise its offer to acquire Tetraphase.

On the evening of June 3, 2020, the Tetraphase Board met to discuss the contemplated transactions, including its prior determination that the May 31 Proposal constituted a Superior Offer (as defined in the Merger Agreement), the decline and overall volatility in the trading price of AcelRx's common stock and AcelRx's determination not to revise its proposal. Members of the Tetraphase management team, representatives of WilmerHale and Janney also participated in this meeting. Janney delivered to the Tetraphase Board an oral opinion, which was later confirmed in writing, stating that the Offer Price to be received in the Offer and the

Merger under the May 31 Proposal was fair, from a financial point of view, to the common stockholders of Tetraphase. The Tetraphase Board instructed management and Tetraphase's advisors to finalize documentation with Melinta, and for Tetraphase's management to contact the holders of warrants containing "Black-Scholes" provisions potentially requiring any acquirer of Tetraphase to redeem the warrants at their Black-Scholes value, to finalize documentation regarding the treatment of their warrants.

On June 3 and June 4, 2020, representatives of Paul Hastings and representatives of Wilmer Hale discussed and exchanged drafts of the Merger Agreement, the form of CVR Agreement, and the Support Agreements. Among other items, the parties discussed the amount of the termination fee payable in the event that Tetraphase terminated the Merger Agreement to accept a Superior Offer (as defined in the Merger Agreement). During those discussions, Tetraphase rejected Melinta's request for a termination fee of $1,778,000.

On the morning of June 4, 2020, the Tetraphase Board met to discuss the contemplated transactions, including confirming that Melinta had delivered final, binding copies of the transaction documents, subject only to approval of the Tetraphase Board and release of Tetraphase's signatures. Members of the Tetraphase management team and representatives of WilmerHale and Janney also participated in this meeting. The Tetraphase Board unanimously approved the termination of the AcelRx Merger Agreement and the approval of the Merger Agreement with Melinta. Following this board meeting, Tetraphase delivered a notice of termination of the AcelRx Merger Agreement to AcelRx, and Tetraphase executed the Merger Agreement with Melinta and Purchaser. Substantially concurrently, Tetraphase paid the termination fee of $1,778,000 required under the AcelRx Merger Agreement.

On June 4, 2020, Tetraphase issued a press release before the market open detailing the proposed merger.

On June 12, 2020, Purchaser commenced the Offer, and Tetraphase, Melinta and Purchaser filed the Schedule TO.

## 11. Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements.

**Purpose of the Offer**. The purpose of the Offer and the Merger is for Melinta and its affiliates, through Purchaser, to acquire control of, and the entire equity interest in, Tetraphase. Pursuant to the Merger, Melinta will acquire all of the stock of Tetraphase not purchased pursuant to the Offer or otherwise.

Stockholders of Tetraphase who sell their Shares in the Offer will cease to have any equity interest in Tetraphase or any right to participate in its earnings and future growth.

**Merger Without a Stockholder Vote**. If the Offer is consummated, we do not anticipate seeking the approval of Tetraphase's remaining public stockholders before effecting the Merger. Section 251(h) of the DGCL provides that following consummation of a successful tender offer for a public corporation, and subject to certain statutory provisions, if the acquiring corporation owns at least the amount of shares of each class of stock of the target corporation that would otherwise be required to adopt a merger agreement for the target corporation, and the other stockholders receive the same consideration for their stock in the merger as was payable in the tender offer, the acquiring corporation can effect a merger without the action of the other stockholders of the target corporation. Accordingly, if we consummate the Offer, we intend to effect the closing of the Merger (the "Closing") without a vote of the stockholders of Tetraphase in accordance with Section 251(h) of the DGCL, upon the terms and subject to the satisfaction or waiver of the conditions to the Merger, as soon as practicable after the consummation of the Offer. Accordingly, we do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger.

**Plans for Tetraphase**. At the Effective Time, the certificate of incorporation of Tetraphase will be amended and restated in its entirety pursuant to the terms of the Merger Agreement. As of the Effective Time, the bylaws

of the Surviving Corporation will be amended and restated to conform to the bylaws of Purchaser as in effect immediately prior to the Effective Time, except that references to the name of Purchaser will be replaced by references to the name of the Surviving Corporation. Purchaser's directors immediately prior to the Effective Time will be the initial directors of the Surviving Corporation, and the officers of the Surviving Corporation shall be the respective individuals who served as the officers of Tetraphase as of immediately prior to the Effective Time, in each case, until their respective successors are duly elected and qualified, or their earlier death, resignation or removal. See "Summary of the Merger Agreement - Board of Directors and Officers" below.

As soon as practicable after the consummation of the Merger, Melinta will integrate the business, operations and assets of Tetraphase with Melinta's existing business. The common stock of Tetraphase will be delisted and will no longer be quoted on Nasdaq.

Except as disclosed in this Offer to Purchase, Melinta and Purchaser do not have any present plan or proposal that would result in the acquisition by any person of additional securities of Tetraphase, the disposition of securities of Tetraphase, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving Tetraphase or the sale or transfer of a material amount of assets of Tetraphase.

**Summary of the Merger Agreement and Certain Other Agreements.**

*Merger Agreement*

The following summary of certain provisions of the Merger Agreement and all other provisions of the Merger Agreement discussed herein are qualified by reference to the Merger Agreement itself, which is incorporated herein by reference. The Merger Agreement was filed as Exhibit 2.1 to the Form 8-K that Tetraphase filed on June 4, 2020. The Merger Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 9 - "Certain Information Concerning Melinta, Purchaser and Deerfield." Stockholders and other interested parties should read the Merger Agreement for a more complete description of the provisions summarized below. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Merger Agreement.

The Merger Agreement has been filed with the SEC and incorporated by reference herein to provide investors and stockholders with information regarding the terms of the Offer and the Merger. It is not intended to provide any other factual information about Melinta, Purchaser, Deerfield or Tetraphase. The representations, warranties and covenants contained in the Merger Agreement were made only as of specified dates for the purposes of such agreement, were (except as expressly set forth therein) solely for the benefit of the parties to such agreement and may be subject to qualifications and limitations agreed upon by such parties. In particular, in reviewing the representations, warranties and covenants contained in the Merger Agreement and any description thereof contained or incorporated by reference herein, it is important to bear in mind that such representations, warranties and covenants were negotiated with the principal purpose of allocating risk among the parties, rather than establishing matters as facts. Such representations, warranties and covenants may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC, and in some cases were qualified by disclosures set forth in confidential disclosure schedules that were provided by Tetraphase to Melinta and Purchaser but not filed with the SEC as part of the Merger Agreement. Investors and stockholders are not third-party beneficiaries under the Merger Agreement, except with respect to their right to receive the Offer Price following the Acceptance Time or to receive the Merger consideration. Accordingly, investors and stockholders should not rely on such representations, warranties and covenants as characterizations of the actual state of facts or circumstances described therein. Information concerning the subject matter of such representations, warranties and covenants, which do not purport to be accurate as of the date of this Offer to Purchase, may have changed since the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the parties' public disclosures.

*The Offer*. The Merger Agreement provides that Purchaser will commence the Offer no later than June 15, 2020. Purchaser's obligation to accept for payment and pay for Shares validly tendered in the Offer is subject only to the satisfaction of the Minimum Condition and the other Offer Conditions that are described in Section 13 - "Conditions of the Offer." Subject to the satisfaction of the Minimum Condition and the other Offer Conditions that are described in Section 13 - "Conditions of the Offer," the Merger Agreement provides that Purchaser will, and Melinta will cause Purchaser to, immediately after the applicable Expiration Date, as it may be extended pursuant to the terms of the Merger Agreement, irrevocably accept for payment all Shares tendered and not validly withdrawn pursuant to the Offer and, as promptly as practicable after the Offer Acceptance Time (and in any event within the business day), deposit with the Depositary and Paying Agent all of the funds necessary to pay for all such Shares. The Offer will expire at one minute after 11:59 p.m., Eastern Time on July 10, 2020, unless we extend the Offer pursuant to the terms of the Merger Agreement.

Pursuant to the terms of the Merger Agreement, the Cash Amount is $1.79 in cash per Share, without interest, and subject to deduction for Taxes.

Purchaser expressly reserves the right, in its sole discretion, to (i) increase the Offer Price (by increasing the Cash Consideration (as defined in the Merger Agreement) and/or the amounts that may become payable pursuant to the CVR Agreement, (ii) add additional milestones solely with respect to the additional milestone payments to the CVR Agreement, (iii) waive any Offer Condition, or (iv) modify any of the other terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement, except that Tetraphase's consent is required for Melinta or Purchaser to:

- reduce the Offer Price or increase the Offer Price by an increment of less than $0.05 per Share;
- change the form of consideration payable in the Offer ( other than increasing the Offer Price as expressly contemplated by the Merger Agreement);
- reduce the number of Shares sought to be purchased in the Offer;
- waive, amend or change the Minimum Condition or the condition requiring the Merger Agreement to have not been validly terminated in accordance with its terms;
- add to the Offer Conditions;
- extend the expiration of the Offer except as provided in the Merger Agreement;
- provide any "subsequent offering period" (or extension thereof) within the meaning of Rule 14d-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); or
- modify any Offer Condition or any term of the Offer set forth in the Merger Agreement in a manner adverse to the holders of Shares or that would, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the consummation of the Offer or prevent, materially delay or impair the ability of Melinta or Purchaser to consummate the Offer, the Merger or the other Contemplated Transactions.

The Merger Agreement contains provisions to govern the circumstances under which Purchaser may, or is required to, and Melinta is required to cause Purchaser to, extend the Offer. Specifically, the Merger Agreement provides that:

- if, as of the then-scheduled Expiration Date, any Offer Condition is not satisfied (unless such condition is waivable by Purchaser or Melinta and has been waived), Purchaser may, in its discretion (and without the consent of Tetraphase or any other person), extend the Offer for additional periods of up to ten (10) business days per extension, to permit such Offer Condition to be satisfied; and
- if, as of the then-scheduled Expiration Date, any Offer Condition is not satisfied (unless such condition is waivable by Purchaser or Melinta and has been waived), at the request of Tetraphase, Purchaser shall, and Melinta shall cause Purchaser to, extend the Offer for additional periods specified by

Tetraphase of up to ten (10) business days per extension (or such other period as the parties may agree), to permit such Offer Condition to be satisfied.

However, in no event shall Melinta or Purchaser (i) be required to extend the Offer beyond the earlier to occur of the valid termination of the Merger Agreement in accordance with its terms and the End Date (defined in the Merger Agreement as August 18, 2020) (such earlier occurrence, the "Extension Deadline"), or (ii) be permitted to extend the Offer beyond the Extension Deadline without Tetraphase's prior written consent.

Upon any valid termination of the Merger Agreement, Purchaser has agreed that it will (and Melinta will cause Purchaser to) immediately (and in any event within one business day), irrevocably and unconditionally terminate the Offer and Purchaser will not acquire any Shares pursuant to the Offer.

*Conversion of Capital Stock at the Effective Time*. Shares outstanding immediately prior to the Effective Time (other than Shares held by Tetraphase (or held in the treasury of Tetraphase) or Shares held by Melinta, Purchaser or any other direct or indirect wholly owned subsidiary of Melinta, which will be canceled and retired and cease to exist without consideration or payment; and Shares held by a holder who properly exercises and perfects appraisal rights in accordance with Section 262 of the DGCL with respect to such Shares) will be converted at the Effective Time into the right to receive $1.79 per Share, net to the seller in cash, plus one CVR per Share in each case, without interest, and subject to any withholding of taxes.

Each share of Purchaser's common stock outstanding immediately prior to the Effective Time will be converted into one share of common stock of the Surviving Corporation.

Promptly after (and in any event no later than the business day of) the Acceptance Time, Melinta will deposit, or will cause to be deposited, with American Stock Transfer & Trust Company, LLC (the "Depositary and Paying Agent"), cash sufficient to make the payment of the Shares subject to the Offer.

The consideration payable by the Purchaser may be adjusted to the effect that Tetraphase's net cash is less than zero at or prior to the closing. If the Tetraphase Net Cash (as defined in the Merger Agreement) is less than $0.0 million at the closing of the Merger, the Cash Consideration (as defined in the Merger Agreement) shall be adjusted to the ratio determined as follows: (a) (i) $39.0 million, minus (ii) the dollar amount by which the Tetraphase Net Cash is less than $0.0 million, minus (iii) $19,658,807, divided by (b) 10,793,692. Further, if Tetraphase's net cash is less than zero at closing, Purchaser is not obligated to consummate the Offer. As of the date of this Offer to Purchase, Purchaser believes that Tetraphase's net cash will exceed zero and does not expect any adjustments to be made.

*The Merger*. The Merger Agreement provides that, following completion of the Offer and subject to the terms and conditions of the Merger Agreement, and in accordance with the DGCL, at the Effective Time, Purchaser will be merged with and into Tetraphase, the separate existence of Purchaser will cease, and Tetraphase will continue as the Surviving Corporation in the Merger. The Merger will be effected under Section 251(h) of the DGCL. Accordingly, Melinta, Purchaser and Tetraphase have agreed to take all necessary action to cause the Merger to become effective as soon as practicable following the consummation of the Offer without a vote of Tetraphase's stockholders in accordance with Section 251(h) of the DGCL, upon the terms and subject to the satisfaction or waiver of the conditions to the Merger.

As of the Effective Time, the certificate of incorporation of Tetraphase will, by virtue of the Merger and without any further action, be amended and restated in its entirety as set forth on Exhibit B to the Merger Agreement and, as so amended and restated, will be the certificate of incorporation of the Surviving Corporation.

As of the Effective Time, the bylaws of the Surviving Corporation will be amended and restated to conform to the bylaws of Purchaser as in effect immediately prior to the Effective Time, except that references to the name of Purchaser will be replaced by references to the name of the Surviving Corporation.

*Treatment of Equity Awards*. Pursuant to the Merger Agreement, each option to purchase Shares (each, a Tetraphase Option") that is outstanding and unexercised, whether or not vested, will be cancelled at the Effective Time without any consideration payable therefor.

At the Effective Time, each then outstanding restricted stock unit with respect to Shares granted by Tetraphase pursuant to its equity plans (each, a "Tetraphase RSU") and each outstanding performance-vested restricted stock unit with respect to Shares granted by Tetraphase pursuant to its equity plans (each, a Tetraphase PRSU") will vest in full and be cancelled, and the holder thereof shall be entitled to receive both (i) a cash payment equal to the product of (A) the Cash Amount and (B) the total number of Shares subject to such Tetraphase RSU and Tetraphase PRSU and (ii) one CVR for each Share subject to such Tetraphase RSU and Tetraphase PRSU (in each case without regard to vesting).

Tetraphase has terminated the Tetraphase 2014 Employee Stock Purchase Plan (the "ESPP"), and any payroll deductions accumulated through the date of such ESPP termination have been returned to the plan participants and with no Shares being purchased under the ESPP after the date thereof.

*Employee Benefits Matters.* Pursuant to the Merger Agreement, Melinta has agreed that, for a period of six (6) months following the closing of the Merger, each employee of Tetraphase or an affiliate who remains actively employed following the closing of the Merger (each, a "Continuing Employee") will be provided with (i) base salary or wage rate, bonus opportunities and commission opportunities that are substantially comparable in the aggregate to those provided by Tetraphase immediately prior to the Effective Time, and (ii) severance benefits and similar benefits that are no less favorable than those provided by Tetraphase immediately prior to the date of the Merger Agreement.

Melinta has also agreed that, subject to any commercially reasonable transition period and subject to any applicable plan provisions, contractual requirements or legal requirements, following the Effective Time, all Continuing Employees will be eligible to participate in Melinta's health and welfare benefit plans (to substantially the same extent as similarly situated employees of Melinta). Melinta will also provide each Continuing Employee with service credit under Melinta's employee benefit plan for service prior to the Effective Time with Tetraphase to the same extent that such service was recognized under a corresponding Tetraphase employee benefit plan prior to the Effective Time. To the extent permitted under applicable law, and subject to the concurrence of any third-party insurers, Melinta will, following the Effective Time, use commercially reasonable efforts to (i) waive all limitations as to preexisting conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Continuing Employees under any Melinta benefit plan that is a welfare benefit plan in which such Continuing Employees may be eligible to participate after the Effective Time, other than preexisting condition limitations, exclusions or waiting periods that are already in effect with respect to such Continuing Employees and that have not been satisfied or waived as of the Effective Time under any welfare benefit plan maintained for the Continuing Employees immediately prior to the Effective Time; and (ii) provide each Continuing Employee with credit for any co-payments and deductibles paid prior to the Effective Time in satisfying any applicable deductible or out-of-pocket requirements under any Melinta benefit plan that is a welfare plan in which such Continuing Employees may be eligible to participate after the Effective Time.

*Treatment of Outstanding Tetraphase Warrants.* Mr. Boyd and Dr. Maher, directors of Tetraphase, are each affiliated with Armistice Capital LLC ("Armistice Capital"), which will receive consideration in exchange for the treatment of outstanding Tetraphase warrants. Under the Merger Agreement, the outstanding warrants of Tetraphase will be treated in accordance with their terms, except that pursuant to the Support Agreements and Exchange Agreement, (i) each outstanding common stock warrant issued by Tetraphase in November 2019 will be converted into the right to receive, at the closing of the Merger, $2.47 per share of Common Stock underlying the common stock warrants issued by Tetraphase in 2019, (ii) each outstanding common stock warrant issued by Tetraphase in January 2020 will be converted into the right to receive, at the closing of the Merger, $2.47 per share of Common Stock underlying the common stock warrants issued by Tetraphase in 2020, and (iii) each

outstanding pre-funded warrant will be converted into the right to receive the product of (a) in the case of pre-funded warrants issued by Tetraphase in November 2019, 99.441341%, and in the case of pre-funded warrants issued by Tetraphase in January 2020, 99.944134%, and (b) each element of the Offer Price, for each share of Tetraphase's common stock underlying such warrant.

On June 4, 2020, concurrently with the execution of the Merger Agreement, Melinta entered into a Support Agreement with Armistice Capital, the terms of which are described below under the heading "Support and Exchange Agreements." Armistice Capital holds (i) common stock warrants representing the right to purchase 5,463,827 shares of Tetraphase Common Stock and (ii) pre-funded warrants representing the right to purchase 3,493,827 shares of Tetraphase Common Stock. Armistice Capital will receive (x) $2.47 per Share underlying the 5,463,827 common stock warrants issued by Tetraphase to Armistice Capital and (y) with respect to Armistice's 3,493,827 pre-funded warrants, the product of (a) in the case of the 1,430,493 pre-funded warrants of Armistice Capital issued by Tetraphase in November 2019, 99.441341%, and in the case of the 2,063,334 pre-funded warrants of Armistice Capital issued by Tetraphase in January 2020, 99.944134%, and (b) each element of the Offer Price, for each Share underlying such warrant.

*Conditions to the Merger.* The obligations of Tetraphase, Melinta and Purchaser to complete the Merger are subject to the satisfaction or, to the extent permitted by applicable legal requirements, waiver as of the Closing by each of the parties of the following conditions:

- there has not been issued by any governmental body of competent jurisdiction and remaining in effect any temporary restraining order, preliminary or permanent injunction or other order, decree or ruling restraining, enjoining, or otherwise preventing the consummation of the Merger, and no legal requirement has been enacted or deemed applicable to the Merger that makes illegal the consummation of the Merger; and
- Purchaser or Melinta must have accepted for payment all Shares validly tendered pursuant to the Offer and not validly withdrawn.

*No Solicitation of Acquisition Proposals*. Except as described below, until the earlier of the Acceptance Time or the valid termination of the Merger Agreement pursuant to its terms:

(i) Tetraphase has agreed to, and to cause its subsidiaries to, and to direct their representatives, as of the date of the Merger Agreement, to immediately cease any solicitation, discussions or negotiations with any persons that may be ongoing as of the date of the Merger Agreement with respect to an Acquisition Proposal (as defined below); and

(ii) Tetraphase has agreed not to, and to cause its subsidiaries and their representatives not to, (A) directly or indirectly, solicit, initiate or knowingly facilitate or knowingly encourage any inquiries or the making of any proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal; (B) engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other person any non-public information in connection with an Acquisition Proposal or any proposal or offer that would reasonably be expected to lead to an Acquisition Proposal; or (C) adopt any resolution for the purpose of exempting any person (other than Parent and its Subsidiaries) from the restriction on "business combinations" or any similar provision contained in applicable Anti-Takeover Law or Tetraphase's organizational or other governing documents.

Tetraphase agreed to and to cause the other Tetraphase Companies and direct its and their representatives to, promptly (but in no event later than within five (5) business days) following the date of the Merger Agreement, request the return from, or destruction by, all third parties of all non-public information previously furnished or made available to such parties by or on behalf of Tetraphase or its subsidiaries relating to any possible Acquisition Proposal within six months prior to the date of the Merger Agreement. On the date of the Merger Agreement, Tetraphase agreed to discontinue electronic or physical data room access granted to any such party.

Notwithstanding the above limitations, if after the date of the Merger Agreement and prior to the earlier of the Acceptance Time or the valid termination of the Merger Agreement pursuant to its terms, Tetraphase, its subsidiaries, or any of their representatives receives a bona fide written Acquisition Proposal from any person or group of persons on or after the date of the Merger Agreement (including renewals) that did not result from a material breach of the non-solicitation provisions of the Merger Agreement, and the Tetraphase Board determines in good faith after consultation with its financial advisors and outside legal counsel that such an Acquisition Proposal constitutes or could reasonably be expected to result in a Superior Offer (as defined below) and that the failure to take the actions described below could be inconsistent with its fiduciary duties under applicable legal requirements, Tetraphase and its representatives may take the following actions:

(x) furnish, pursuant to an Acceptable Confidentiality Agreement, information (including non-public information) regarding Tetraphase and its subsidiaries to the person or groups of persons who have made such Acquisition Proposal (provided that Tetraphase will as promptly as practicable provide any such information to Melinta to the extent access to such information was not previously provided to Melinta or its representatives); and

(y) engage in, continue or otherwise participate in discussions or negotiations (including the solicitation of revised Acquisition Proposals) (and waive such Person's noncompliance with provisions of any "standstill" agreement to the extent (but only to the extent) necessary to permit such discussions) with the person or group of persons making such Acquisition Proposal.

Under the Merger Agreement "Acceptable Confidentiality Agreement" means any customary confidentiality agreement that is executed, delivered and effective after the execution and delivery of the Merger Agreement that (i) contains confidentiality provisions that are materially no less favorable to Tetraphase than those contained in the Confidentiality Agreement, effective May 15, 2020, between Tetraphase and Melinta (the "Confidentiality Agreement"), and (ii) does not prohibit Tetraphase from providing any of the information described above to Melinta.

Tetraphase is required to (i) promptly (and in any event within one business day) notify Melinta orally and in writing of the receipt by Tetraphase or its subsidiaries or any of their representatives of any Acquisition Proposal, (ii) provide to Melinta the identity of the person making or submitting such Acquisition Proposal, a copy of any written Acquisition Proposal (and any other written material provided by such person with respect to such Acquisition Proposal to the extent setting forth a material clarification to the material terms and conditions thereof) from such Person and a summary of the material terms and conditions of any such Acquisition Proposal that is presented orally and (iii) keep Melinta reasonably informed of any material developments regarding such Acquisition Proposal on a reasonably prompt basis, including by providing Melinta reasonably prompt (and in any event within one business day) notice of all material amendments or modifications and a copy of any final definitive agreement in respect of such Acquisition Proposal that Tetraphase would be prepared to execute subject to the terms and conditions of the Merger Agreement. Tetraphase has also agreed that it and its subsidiaries will not enter into any confidentiality agreement with any person subsequent to the date of the Merger Agreement which prohibits Tetraphase from providing any information to Melinta as set forth above.

"Acquisition Proposal" means any proposal or offer (other than an offer or proposal by Melinta or Purchaser) for any acquisition, sale, exchange, reorganization or recapitalization of more than 15% of the consolidated assets of Tetraphase and its subsidiaries or more than 15% of the voting securities of any class of Tetraphase.

"Superior Offer" means a bona fide written Acquisition Proposal that is not subject to any financing contingency, which the Tetraphase Board shall have determined (after consultation with its independent financial advisor and its outside legal counsel) (a) is reasonably likely to be consummated in accordance with its terms, taking into account all legal, regulatory and financing aspects (including certainty of financing and certainty of closing) of the proposal, the person making the proposal and other aspects of the Acquisition Proposal that the Tetraphase Board deems relevant and (b) if consummated, would be more favorable to Tetraphase's stockholders

(in their capacity as such) and creditors than the Transactions; provided that for purposes of the definition of "Superior Offer", the references to "15%" in the definition of Acquisition Proposal shall be deemed to be references to "80%."

Nothing in the Merger Agreement will prohibit Tetraphase from (i) taking and disclosing to Tetraphase's stockholders a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act, (ii) making any disclosure to Tetraphase's stockholders if, in the good faith judgment of the Tetraphase Board, after consultation with outside counsel, failure to so disclose would be reasonably likely to be inconsistent with its fiduciary duties under applicable legal requirements or (iii) making any "stop, look and listen" communication pursuant to Rule 14d-9(f) promulgated under the Exchange Act. Any such disclosure or position will not be deemed to be a Company Adverse Change in Recommendation in and of itself and will not in and of itself require the giving of any Determination Notice (as defined below), and the Tetraphase Board will not effect a Tetraphase Adverse Change Recommendation (as defined below) except as set forth below.

Other than as expressly permitted under the Merger Agreement, Tetraphase has (i) agreed that it will not, and it shall ensure that none of its subsidiaries will, release or permit the release of any person from, or amend, waive or permit the amendment or waiver of any provision of, any "standstill" or similar agreement or provision to which any of Tetraphase or its subsidiaries is or becomes a party or under which any of Tetraphase or its subsidiaries has or acquires any rights and (ii) will use its reasonable best efforts to enforce or cause to be enforced each such agreement or provision.

Tetraphase has further agreed that in the event any Representative of Tetraphase or any of its subsidiaries acting on behalf of Tetraphase or any its subsidiaries takes any action that, if taken by Tetraphase, would constitute a breach of the provisions of the Merger Agreement described under this "No Solicitation" heading, Tetraphase will be deemed to be in breach of such provisions.

*Tetraphase Board Recommendation*. As described above, and subject to the provisions described below, the Tetraphase Board has determined to recommend that the stockholders of Tetraphase accept the Offer and tender their Shares to Purchaser in the Offer. The foregoing recommendation is referred to herein as the "Tetraphase Board Recommendation." The Tetraphase Board also agreed to include the Tetraphase Board Recommendation with respect to the Offer in the Schedule 14D-9 and has permitted Melinta to refer to such recommendation in this Offer to Purchase and documents related to the Offer.

Except as described below, prior to the Acceptance Time or the termination of the Merger Agreement pursuant to its terms, neither the Tetraphase Board nor any committee thereof may:

(i) withhold, withdraw, qualify or modify in a manner adverse to Melinta, or resolve to or publicly propose to withhold, withdraw, qualify, or modify in a manner adverse to Melinta, the Tetraphase Board Recommendation;

(ii) remove the Tetraphase Board Recommendation from or fail to include the Tetraphase Board Recommendation in the Schedule 14D-9; or

(iii) approve, recommend or declare advisable, or publicly propose to approve, recommend or declare advisable, any Acquisition Proposal (any action described in the foregoing paragraphs (i) through (iii) is referred to as a "Tetraphase Adverse Change Recommendation").

The Merger Agreement further provides that the Tetraphase Board will not adopt, approve, recommend, submit to stockholders or declare advisable, or propose to adopt, approve, recommend or submit to stockholders or declare advisable, or cause or allow Tetraphase or any of its subsidiaries to execute or enter into any contract, letter of intent (whether or not binding), term sheet, merger agreement, acquisition agreement, option agreement, agreement in principle or similar agreement providing for any Acquisition Proposal, or requiring Tetraphase to abandon, terminate, delay or fail to consummate the Transactions (other than an Acceptable Confidentiality Agreement).

Notwithstanding anything to the contrary in the Merger Agreement, at any time prior to the Acceptance Time or the termination of the Merger Agreement pursuant to its terms, if Tetraphase has received a *bona fide* written Acquisition Proposal (which Acquisition Proposal did not arise out of a material breach of the nonsolicitation provisions described herein) from any person that has not been withdrawn and after consultation with outside legal counsel and independent financial advisors, the Tetraphase Board determines in good faith that such Acquisition Proposal is a Superior Offer, (x) the Tetraphase Board may make a Company Adverse Change in Recommendation, and/or (y) Tetraphase may terminate the Merger Agreement to substantially concurrently therewith enter into a binding written definitive acquisition agreement providing for the consummation of the transaction constituting such Superior Offer and pay a termination fee of $1,150,000, in each case only if:

(i) the Tetraphase Board determines in good faith, after consultation with Tetraphase's outside legal counsel and independent financial advisors, that the failure to take such action could reasonably be expected to be inconsistent with the fiduciary duties of the Tetraphase Board to the Tetraphase stockholders under applicable legal requirements;

(ii) Tetraphase shall have given Melinta prior written notice of its intention to consider making a Company Adverse Change in Recommendation or terminate the Merger Agreement pursuant to its terms at least four business days prior to making any such Company Adverse Change in Recommendation or termination (which determination notice is referred to herein as a "Determination Notice"), which Determination notice will not in and of itself constitute a Company Adverse Change in Recommendation or a termination of the Merger Agreement); and

(iii) (A) Tetraphase shall have made available to Melinta the identity of the offeror, a summary of the material terms and conditions of the Acquisition Proposal and copies of all written materials and other documents required by the Merger Agreement, (B) Tetraphase shall have given Melinta the four business days after the Determination Notice to propose revisions to the terms of the Merger Agreement or make other proposals and shall have made available its representatives to negotiate with Melinta with respect to such proposed revisions or other proposal, if any (provided, that Melinta may revise such offer or proposal in response to any revisions to a Superior Offer), (C) after considering any such revised proposal from Melinta, including whether such proposal was a written, binding and irrevocable offer, and the results of any such negotiations and giving effect to the proposals made by Melinta, if any, after consultation with outside legal counsel and its independent financial advisors, the Tetraphase Board shall have determined in good faith, that such Acquisition Proposal is a Superior Offer and that the failure to make the Company Adverse Change in Recommendation and/or terminate the Merger Agreement pursuant to its terms could reasonably be expected to be inconsistent with the fiduciary duties of the Tetraphase Board to the Tetraphase stockholders under applicable legal requirements and (D) if Tetraphase intends to terminate the Merger Agreement to enter into a binding written definitive acquisition agreement providing for the consummation of the transaction constituting such Superior Offer, Tetraphase (i) has not materially breached the requirements of the nonsolicitation or the company recommendation provisions of the Merger Agreement described above, (ii) the Tetraphase Board shall have authorized Tetraphase to enter into a binding written definitive acquisition agreement providing for the consummation of the transaction constituting such Superior Offer and (iii) substantially concurrently with such termination, Tetraphase pays a $1,150,000 termination fee.

The provisions of the Merger Agreement described above also apply to any material amendment (which includes any revision to the amount, form or mix of consideration the Tetraphase stockholders would receive) to any Acquisition Proposal and require a new Determination Notice, except that, in the case of material amendments to any Acquisition Proposal, the references to four business days above shall be deemed to be two business days.

Additionally, at any time prior to the Acceptance Time or the termination of the Merger Agreement pursuant to its terms, other than in connection with a Superior Offer, the Tetraphase Board may make a Company Adverse Change in Recommendation in response to a Change in Circumstance (as defined below), if and only if:

(i) the Tetraphase Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure to take such action could reasonably be expected to be inconsistent with the fiduciary duties of the Tetraphase Board to the Tetraphase stockholders under applicable legal requirements;

(ii) Tetraphase shall be given Melinta a Determination Notice at least four business days prior to making any such Company Adverse Change in Recommendation; and

(iii) (A) Tetraphase shall have specified the Change in Circumstance in reasonable detail including a summary of the material facts and circumstances involved in such Change in Circumstance, (B) Tetraphase shall have given Melinta the four business days after the Determination Notice to propose revisions to the terms of the Merger Agreement or make other proposals and shall have made available its representatives to negotiate with Melinta with respect to such proposed revisions or other proposal, if any, such that the applicable Change in Circumstance would no longer necessitate a Company Adverse Change in Recommendation under the Merger Agreement, and (C) after considering any such proposal, including whether such proposal was a written, binding and irrevocable offer, and the results of such negotiations and giving effect to the proposals made by Melinta, if any, after consultation with outside legal counsel and its independent financial advisors, the Tetraphase Board shall have determined, in good faith, that the failure to make the Company Adverse Change in Recommendation could reasonably be expected to be inconsistent with the fiduciary duties of the Tetraphase Board to the Tetraphase stockholders under applicable legal requirements.

Such provisions also apply to any material change to the facts and circumstances relating to such Change in Circumstance and require a new Determination Notice, except that, in the case of material changes to any facts and circumstances relating to such Change in Circumstance, the references to four business days shall be deemed to be two business days.

"Change in Circumstance" means any material event, development or change in circumstances with respect to Tetraphase or its subsidiaries that (a) was neither known to, nor was reasonably foreseeable by, the Tetraphase Board on or prior to the date of the Merger Agreement and (b) does not relate to an Acquisition Proposal.

Tetraphase has also agreed to ensure that any withdrawal or modification of the Company Board Recommendation does not have the effect of causing any corporate takeover law of the State of Delaware or any other state to be applicable to the Merger Agreement or any of the Support Agreements, the Offer, the Merger or any of the other Contemplated Transactions.

*Reasonable Best Efforts*. Each of Tetraphase, Melinta and Purchaser has agreed to use its respective reasonable best efforts to take, or cause to be taken, all actions necessary to consummate the Merger and make effective the other Transactions, including the Offer. In particular, without limiting the generality of the foregoing, Melinta, Purchaser and Tetraphase: (i) are required to make all filings (if any) and give all notices (if any) required to be made and given by such person in connection with the Merger and the other Contemplated Transactions; (ii) are required to use reasonable best efforts to obtain each approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization), if any, required to be obtained (pursuant to any applicable legal requirement or contract, or otherwise) by such person in connection with the Merger or any of the other Transactions (except that in no event will Melinta, Purchaser, Tetraphase or any of its subsidiaries be required to pay any monies or agree to any material undertaking in connection with the foregoing); and (iii) shall use reasonable best efforts to lift any restraint, injunction or other legal bar to the Merger.

*Termination*. The Merger Agreement may be terminated prior to the Acceptance Time as follows:

(i) by mutual written consent of Melinta and Tetraphase;

(ii) by either Melinta or Tetraphase if a governmental body or court of competent jurisdiction has issued an order, injunction, decree or ruling, or taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the acceptance of payment for Shares pursuant to the Offer or the Merger or making the consummation of the Offer or the Merger illegal, which order, decree, ruling or other action is final and nonappealable; provided that this termination right will not be available to any party whose material breach of the Merger Agreement has caused or resulted in such final and nonappealable order, injunction, decree, ruling or other action;

(iii) by either Melinta or Tetraphase, if the Purchaser has not accepted for purchase an Shares, or the Merger Agreement has terminated according to its terms, prior to midnight, Eastern Time on August 18, 2020 (the "End Date"); provided, that this termination right will not be available to any party whose willful and material breach of covenants in the Merger Agreement has caused or resulted in the Offer not being consummated by such date (such termination, an "End Date Termination");

(iv) by Melinta prior to Purchaser's acceptance of Shares for purchase if (a) the Tetraphase Board has effected a Tetraphase Adverse Change Recommendation, (b) the Tetraphase board shall have adopted, approved, recommended, submitted to stockholders, declared advisable, executed or entered into (or resolved, determined or proposed to adopt, approve, recommend, submit to stockholders, declare advisable, execute or enter into) any alternative acquisition agreement (other than an Acceptable Confidentiality Agreement), (c) following the public disclosure of an Acquisition Proposal (other than a tender or exchange offer which is the subject of clause (v) below), the Tetraphase Board fails to publicly reaffirm the Tetraphase Board Recommendation within five Business Days after Melinta so requests in writing (provided that Melinta may only make such request on two occasions); (d) a tender offer or exchange offer for outstanding shares of Tetraphase common stock shall have been commenced (other than by the Melinta or its affiliates) and the Tetraphase Board shall have recommended that the stockholders of Tetraphase tender their shares in such tender or exchange offer or, within 10 Business Days after the commencement of such tender or exchange offer, the Tetraphase Board shall have failed to recommend against acceptance of such offer; (e) Tetraphase shall have materially breached its non-solicit obligations; or (f) other than in connection with an Acquisition Proposal, Tetraphase shall have failed to issue a press release that reaffirms the Tetraphase Board Recommendation within five business days after Melinta so requests in writing (provided that Melinta may only make such request on two occasions) (each of the foregoing "Triggering Event"); provided, that any such termination under this paragraph (iv) must occur within 10 business days of the applicable Triggering Event (such termination in this clause (iv), an "Adverse Recommendation Termination");

(v) by Tetraphase prior to Purchaser's acceptance of Shares for purchase, in order to, substantially concurrent with such termination, enter into a binding written definitive acquisition agreement providing for the consummation of a transaction constituting a Superior Offer, which right may be exercised if, and only if Tetraphase has not materially breached its non-solicit obligations with respect to the no solicitation and company recommendation provisions under the Merger Agreement, the Tetraphase Board has authorized Tetraphase to enter into such agreement, and Tetraphase pays the applicable termination fee to Melinta substantially concurrently with such termination (a "Superior Offer Termination");

(vi) by Melinta (so long as neither Melinta nor Purchaser is in material breach of any representation, warranty, covenant or obligation under the Merger Agreement) if (a) Tetraphase's representations or warranties related to its corporate organization, good standing, authority to enter the Merger Agreement, the Merger's eligibility under Section 251(h) of the DGCL, or fees owed to any broker, finder or investment banker are not true in all material respects, or (b) Tetraphase has not complied with its covenants or obligations contained in the Merger Agreement in all material respects; provided,

however, that for purposes of clauses "(a)" and "(b)" above, if an inaccuracy in any of Tetraphase's representations and warranties or a breach of a covenant or obligation by Tetraphase is capable of being cured by the End Date, then Melinta may not terminate the Merger Agreement on account of such inaccuracy or breach unless such inaccuracy or breach shall remain uncured for a period of 30 days commencing on the date that Melinta gives Tetraphase notice of such inaccuracy or breach;

(vii) by Tetraphase (so long as Tetraphase is not in material breach of any representation, warranty, covenant or obligation under the Merger Agreement), if Melinta or Purchaser has breached any of their respective representations or warranties or has failed to perform any of their respective covenants or obligations, if such breach or failure would (a) reasonably be expected to have a material and adverse effect on the ability of Melinta and Purchaser to consummate the Transactions prior to the End Date (except for any effects resulting from acts of terrorism, war, weather conditions, viruses or pandemics) or (b) prevent, delay or impair Melinta or Purchaser from consummating the Offer and the Merger, and such breach or failure could not be cured by Melinta or Purchaser, as applicable, by the End Date, or if capable of being cured, is not cured within thirty (30) days after receiving written notice from Tetraphase of such breach or failure to perform; or

(viii) by Tetraphase (a) if the Purchaser shall have failed to commence (within the meaning of Rule 14d-2 under the Exchange Act) the Offer within seven business days of the execution of the Merger Agreement; provided that Tetraphase is not then in material breach of its obligation to supply the information concerning Tetraphase required to be filed in connection with the Offer, or (b) if the Purchaser shall have failed to irrevocably accept for purchase all Shares validly tendered (and not validly withdrawn) within two (2) Business Days of the expiration of the Offer (as it may be extended in accordance with the terms of the Merger Agreement) and as of such expiration, all of the Offer Conditions have been satisfied or waived.

*Termination Fee*. Tetraphase has agreed to pay Melinta a termination fee of $1.15 million (the "Termination Fee") if:

(i) Tetraphase terminates the Merger Agreement pursuant to a Superior Offer Termination;

(ii) Melinta terminates the Merger Agreement pursuant to an Adverse Recommendation Termination; or

(iii) Melinta or Tetraphase terminates the Merger Agreement pursuant to clause (iii) or clause (iv) above or by Melinta terminates the Merger Agreement pursuant to clause (vii) above and: (A) any person shall have publicly disclosed an Acquisition Proposal after the date of the Merger Agreement and prior to such termination (unless withdrawn prior to such termination); and (B) within 12 months of such termination Tetraphase shall have consummated an Acquisition Proposal or shall have entered into a definitive agreement with respect to any Acquisition Proposal that is thereafter consummated (provided that for purposes of this clause (B) the references to "15%" in the definition of "Acquisition Transaction" shall be deemed to be references to "50%").

In the event Melinta receives the Termination Fee, such receipt will be deemed to be liquidated damages for, and the sole and exclusive monetary remedy available to Melinta and Purchaser in connection with, any and all losses or damages suffered or incurred by Melinta, Purchaser, any of their respective affiliates or any other person in connection with the Merger Agreement (collectively, "Melinta Related Parties") (and the termination thereof), the Transactions (and the abandonment thereof) or any matter forming the basis for such termination, and none of Melinta, Purchaser or any of their respective affiliates will be entitled to bring or maintain any claim, action or proceeding against Tetraphase or any of its affiliates arising out of or in connection with the Merger Agreement, any of the Transactions or any matters forming the basis for such termination, provided that none of the foregoing under this bullet shall relieve Tetraphase for any liability for intentional common law fraud.

*Effect of Termination*. If the Merger Agreement is terminated pursuant to its terms, the Merger Agreement will be of no further force or effect and there will be no liability on the part of Melinta, Purchaser or Tetraphase

(or any of their respective former, current or future officers, directors, partners, stockholders, managers, members or affiliates) following any such termination, except that (i) certain specified provisions of the Merger Agreement will survive, including those described in "Tetraphase Termination Fee" below, (ii) the Confidentiality Agreement will survive the termination of the Merger Agreement and remain in full force and effect in accordance with its terms and (iii) termination will not relieve any party from liability for fraud or Tetraphase's willful and material breach of its standstill agreements by declaring bankruptcy.

*Conduct of Business Pending the Merger*. Tetraphase has agreed that, from the date of the Merger Agreement until the earlier of the Acceptance Time and the termination of the Merger Agreement pursuant to its terms, except as expressly provided by the Merger Agreement, as consented to in writing by Melinta (which consent may not be unreasonably withheld, conditioned or delayed) or as disclosed prior to execution of the Merger Agreement in Tetraphase's confidential disclosure schedules, it will and will cause each of the Acquired Companies to use commercially reasonable efforts to (i) conduct its business in the ordinary course consistent in all material respects with past practice and (ii) preserve intact its material assets, properties, intellectual property rights, contracts, licenses and business organization and to preserve satisfactory business relationships with licensors, licensees, lessors, governmental bodies and others having material business dealings with the Acquired Companies. In addition, Tetraphase will not and will cause the other Acquired Companies not to, among other things and subject to specified exceptions (including specified ordinary course exceptions):

- establish a record date for, declare, accrue, set aside, pay any dividend or make any other distribution in respect of any shares of its capital stock (including the Shares);
- sell, issue, grant, deliver, pledge, transfer, encumber or authorize the sale, issuance, grant, delivery, pledge, transfer or encumbrance of (A) any capital stock, equity interest or other security, (B) any option, call, warrant, restricted securities, restricted stock unit or right to acquire any capital stock, voting securities, equity interest or other security or (C) any instrument convertible into, exchangeable for or settled in any capital stock, voting securities, equity interest or other security (except that Tetraphase may issue Shares as required to be issued upon the exercise of Tetraphase Options);
- amend or waive any of Tetraphase's material rights under, or accelerate the payment or vesting of compensation or benefits under, any provision of any employee plan;
- repurchase, redeem or otherwise reacquire any of the Shares, or any rights, warrants or options to acquire any of the Shares;
- amend, terminate or grant any waiver under any standstill agreements (except as set forth in the Merger Agreement);
- amend or permit the adoption of any amendment to its certificate of incorporation or bylaws or other charter or organizational documents;
- form any subsidiary, or acquire any equity interest in any other entity;
- effect or become a party to, or adopt a plan or agreement of complete or partial liquidation or dissolution, merger, consolidation, restructuring, recapitalization or other reorganization or any share exchange, reclassification of shares, stock split, reverse stock split, division or subdivision of shares, consolidation of shares or similar transaction;
- make any capital expenditure, except that Tetraphase may make or authorize any capital expenditures provided for in the budget made available to Melinta prior to the date of the Merger Agreement or that, when added to all other capital expenditures made on behalf of all of the Acquired Companies since the date of the Merger Agreement but not provided for in the Company's budget made available to Melinta, do not exceed $50,000 in the aggregate;
- enter into or become bound by, or permit any of the assets owned or used by it to become bound by, any material contract or amend, terminate, or waive any material right or remedy under, any material contract, other than termination thereof upon the expiration of any such contract in accordance with its

terms or if permitted by the terms of such contract, upon a material breach thereof by the counterparty thereto;

- acquire, lease or license any right or other asset from any other Person or sell or otherwise dispose of, or lease or license, any right or other asset to any other Person (except in each case for assets: (A) acquired, leased, licensed or disposed of by Tetraphase in the ordinary course of business consistent in all material respects with past practice; or (B) that are immaterial to the business of the Acquired Companies, taken as a whole);
- make any pledge of any of its material assets or permit any of its material assets to become subject to any Encumbrances, except for certain permitted Encumbrances and Encumbrances that do not materially detract from the value of such assets or that do not materially impair the operations of any of the Acquired Companies (taken as a whole);
- lend money to any person (other than intercompany indebtedness and routine travel and business expense advances made to directors or employees, in each case in the ordinary course of business), or, except in the ordinary course of business consistent in all material respects with past practice, incur or guarantee any indebtedness;
- establish, adopt, enter into any new, amend, terminate or take any action to accelerate rights or payments under, or exercise discretion with respect to performance under, any Company Employee Plan or Company Employee Agreement (except entering into customary releases with departing employees in accordance with the personnel plan agreed by the parties prior to the date of the Merger Agreement), pay any bonus or make any profit-sharing or similar payment to, or increase the amount of the wages, salary, commissions, fringe benefits or other compensation (including equity-based compensation, whether payable in stock, cash or other property), any other similar payment (including severance, change of control or termination payments) or remuneration payable to, any of its directors or any of its officers or other employees (except that the Company: (A) may amend the Company Employee Plans to the extent required by applicable Legal Requirements or the Merger Agreement; and (B) may make payments and provide such benefits in accordance with Company Employee Agreements and Company Employee Plans existing on the date of the Merger Agreement);
- hire any employee;
- except as required by applicable legal requirements, (i) make any material change to any accounting method, principle or practice or accounting period used for tax purposes; (ii) make, change or revoke any material election in respect of Taxes; (iii) amend any material tax return, adopt or change any material accounting method in respect of taxes; (iv) settle or compromise any material governmental proceeding with respect to taxes, (v) surrender any right or claim of a material refund of tax; (vi) request any Tax ruling, enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of other applicable legal requirement); (vii) enter into any tax-sharing or similar contract or arrangement; (viii) consent to any extension or waiver of the limitation period applicable to any tax claim or assessment (other than in the ordinary course of an audit);
- commence any legal proceeding, other than (i) in the ordinary course of business consistent with past practice involving only claims for monetary damages of not more than $200,000 in the aggregate; (ii) in such cases where Tetraphase reasonably determines in good faith that the failure to commence suit could result in a material impairment of a valuable aspect of its business; or (iii) in connection with the Transactions or a breach of the Merger Agreement;
- settle, release, waive or compromise any legal proceeding or other claim (or threatened legal proceeding or other claim), other than any settlement, release, waiver or compromise that results (A) solely in monetary obligation involving payment by the Acquired Companies of the amount specifically reserved in accordance with GAAP with respect to such Legal Proceedings on the Company Audited Balance Sheet, (B) solely in monetary obligations of not more than $50,000 in the aggregate or (C) pursuant to the Merger Agreement;

- enter into any contract covering any employee, or make any payment to any employee, that, considered individually or considered collectively with any other such contracts or payments, will, or would reasonably be expected to, be characterized as a "parachute payment" within the meaning of Section 280G(b)(2) of the Code in connection with the Contemplated Transactions;
- recognize, or enter into, any collective bargaining agreement or any other contract or other agreement with any labor organization, except as otherwise required by applicable Legal Requirements and after advance notice to Melinta; or
- agree or commit to take any of the foregoing actions.

*Access to Information*. From the date of the Merger Agreement until the earlier of the Acceptance Time and the termination of the Merger Agreement pursuant to its terms, upon reasonable advance notice, Tetraphase will, and will cause the other Acquired Companies and the Acquired Companies' Representatives to provide Melinta and Melinta's officers, directors, employees, attorneys, accountants, investment bankers, consultants, agents, financial advisors and other advisors and representatives (collectively, "Representatives") reasonable access (including by electronic means) during Tetraphase's normal business hours to the Acquired Companies' Representatives, designated personnel and assets, and to all existing books, records, documents and information relating to the Acquired Companies, as Melinta may reasonably request, and to promptly provide all reasonably requested information regarding the business of Tetraphase and its subsidiaries, in each case for any reasonable business purpose related to the consummation of the Transactions and subject to customary exceptions and limitations.

*Security Holder Litigation*. In the event that any litigation related to the Merger Agreement, the AcelRx Merger Agreement, the Offer, the Merger or the other Transactions is brought or threatened by any person against Tetraphase and/or its directors or officers, Tetraphase is required to promptly notify Melinta of such litigation and to keep Melinta reasonably informed with respect to the status thereof. Tetraphase has agreed to give Melinta the opportunity to participate in the defense of any such litigation and give due consideration to Melinta's comments and other advice with respect to such litigation. Tetraphase may not settle offer to settle, or enter into any negotiations or agreements with respect to the settlement or potential settlement of any such litigation without the prior written consent of Melinta, which consent shall not be unreasonably conditioned, withheld or delayed. However, Melinta shall not withhold its consent with respect to any litigation related to the Merger Agreement, the Offer, the Merger or the other Transactions if the settlement thereof involves (a) payments that do not exceed $400,000 in total, (b) no admission of wrongdoing or liability, (c) no injunctive or similar relief, (d) a complete and unconditional release from the named plaintiff(s) of all defendants in respect of all disclosure claims then pending relating to the Merger Agreement and the Transactions, (e) the withdrawal or dismissal of all claims and actions then pending relating to the Merger Agreement, the Offer, the Merger or the other Transactions and (f) no restrictions on the Company's ability to conduct its business following the closing.

*Stock Exchange Delisting and Deregistration*. Prior to the Effective Time, Tetraphase has agreed to cooperate with Melinta and to use its reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable under applicable laws and rules and policies of the Nasdaq Global Select Market to enable delisting by Tetraphase of the Shares from the Nasdaq Global Select Market and the deregistration of the Shares under the Exchange Act as promptly as practicable after the Effective Time.

*Section 16 Matters*. Tetraphase and the Tetraphase Board have taken appropriate action to approve, for the purposes of Section 16(b) of the Exchange Act, the disposition and cancellation (or deemed disposition and cancellation) of Shares, Tetraphase RSUs, Tetraphase PRSUs and Tetraphase Options in the Merger by applicable individuals and to cause such dispositions and/or cancellations to be exempt under Rule 16b-3 promulgated under the Exchange Act.

*State Takeover Laws*. If any "moratorium," "control share acquisition," "fair price," "supermajority," "affiliate transactions," or "business combination statute or regulation" or other similar state anti-takeover laws and regulations (including Section 203 of the DGCL) (each, a "Takeover Law") may become, or may purport to be, applicable to the Transactions, Melinta and Tetraphase have agreed to use their respective reasonable best efforts to grant such approvals and take such actions as are necessary so that the Transactions may be consummated as promptly as practicable on the terms and conditions contemplated by the Merger Agreement and otherwise act to lawfully eliminate the effect of any Takeover Law on any of the Transactions.

*Governance of the Surviving Corporation*. As of the Effective Time, (i) the directors of the Surviving Corporation shall be the respective individuals who served as the directors of Purchaser as of immediately prior to the Effective Time and (ii) the officers of the Surviving Corporation shall be the respective individuals who served as the officers of Tetraphase as of immediately prior to the Effective Time, in each case, until their respective successors have been duly elected and qualified, or until their earlier death, resignation or removal. Each officer and director of Tetraphase and its subsidiaries immediately prior to the Effective Time will execute and deliver a letter effectuating his or her resignation.

*Employee Benefit Matters*. Melinta has agreed that, for a period commencing at the Effective Time and ending on the six-month anniversary of the Closing Date, it will provide to employees of Tetraphase who remain actively employed by Tetraphase or an affiliate during such period (the "Continuing Employees") (i) base salary or wage rate, bonus opportunities and commission opportunities that are, in each case, no less than those provided by Tetraphase immediately prior to the Effective Time, and (ii) severance benefits and similar benefits that are no less favorable than those provided by Tetraphase immediately prior to the date of the Merger Agreement.

For a period commencing at the Effective Time, Melinta has also agreed that all Continuing Employees will be eligible to continue to participate in Tetraphase's health and welfare benefit plans (to the same extent such Continuing Employees were eligible to participate in Tetraphase's health and welfare benefit plans immediately prior to the Effective Time). Melinta will also provide each Continuing Employee with service credit for all purposes under Melinta's employee benefit plan for service prior to the Effective Time with Tetraphase to the same extent that such service was recognized under a corresponding Tetraphase employee benefit plan prior to the Effective Time. To the extent permitted under applicable law, and subject to the concurrence of any third-party insurers, Melinta will, with respect to any employee benefit plan maintained for the benefit of the Continuing Employees following the Effective Time use commercially reasonable efforts to (i) waive all limitations as to preexisting conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Continuing Employees under any Melinta benefit plan that is a welfare benefit plan in which such Continuing Employees may be eligible to participate after the Effective Time, other than preexisting condition limitations, exclusions or waiting periods that are already in effect with respect to such Continuing Employees and that have not been satisfied or waived as of the Effective Time under any welfare benefit plan maintained for the Continuing Employees immediately prior to the Effective Time; and (ii) provide each Continuing Employee with credit for any co-payments and deductibles paid prior to the Effective Time in satisfying any applicable deductible or out-of-pocket requirements under any Melinta benefit plan that is a welfare plan in which such Continuing Employees may be eligible to participate after the Effective Time.

To the extent requested by Melinta at least five (5) days prior to the Closing, Tetraphase will take all actions that may be necessary to terminate participation in its 401(k) plan at least one day prior to the Effective Time.

*ESPP*. Tetraphase will take all necessary actions under its 2014 Employee Stock Purchase Plan (the "ESPP") to terminate the Company ESPP (including the six month offering period under the Company ESPP that commenced on November 15, 2019) in accordance with Section 18 of the Company ESPP with any payroll deductions accumulated through the date of such Company ESPP termination being returned to the plan participants and with no shares of Company Common Stock being purchased under the Company ESPP after the date hereof.

*Representations and Warranties*. This summary of the Merger Agreement has been included to provide investors with information regarding its terms. It is not intended to provide any other factual information about Deerfield, Melinta, Purchaser or Tetraphase, their respective businesses, or the actual conduct of their respective businesses during the period prior to the consummation of the Offer or the Merger. The Merger Agreement contains representations and warranties that are the product of negotiations among the parties thereto and made to, and solely for the benefit of, each other as of specified dates. The assertions embodied in those representations and warranties are subject to qualifications and limitations agreed to by the respective parties and are also qualified in important part by confidential disclosure schedules delivered by Tetraphase to Melinta in connection with the Merger Agreement. The representations and warranties were negotiated with the principal purpose of allocating risk among the parties to the agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors.

In the Merger Agreement, Tetraphase has made representations and warranties to Melinta and Purchaser with respect to, among other things:

- corporate matters, such as due organization, organizational documents, good standing, qualification, power and authority;
- capitalization;
- SEC filings and financial statements;
- disclosure controls and internal controls over financial reporting;
- absence of certain changes since Tetraphase's financial statements for the period ending December 31, 2019;
- absence of a Material Adverse Effect (as defined below) from December 31, 2019 through the date of the Merger Agreement;
- title to assets;
- real property;
- intellectual property;
- material contracts;
- absence of undisclosed liabilities;
- compliance with legal requirements;
- regulatory matters;
- compliance with anti-corruption and anti-bribery laws;
- permits and licenses;
- tax matters;
- employees and employee benefit plans, including the Employee Retirement Income Security Act of 1974, as amended, and certain related matters;
- environmental matters;
- insurance;
- affiliate transactions;
- absence of litigation;
- government contracts;

- authority relative to the Merger Agreement;
- Delaware takeover statute;
- required consents and approvals, and no violations of organizational documents, contracts or applicable law as a result of the Offer or Merger;
- opinions of its financial advisor;
- brokers' fees and expenses;
- accuracy of disclosures included or incorporated by reference in filings related to the Offer; and
- non-reliance on certain communications with Parent and Purchaser.

Some of the representations and warranties in the Merger Agreement made by Tetraphase are qualified as to "materiality" or a "Company Material Adverse Effect." For purposes of the Merger Agreement, a "Company Material Adverse Effect" means any effect, change, claim, event or circumstance (collectively, "Effect") that, considered together with all other Effects, is or would reasonably be expected to become materially adverse to, or has or would reasonably be expected to have or result in a material adverse effect on the business, financial condition or results of operations of the Acquired Companies taken as a whole. The definition of "Company Material Adverse Effect" excludes the following from constituting or being taken into account in determining whether there has been, or would reasonably be expected to be a Material Adverse Effect:

(i) conditions generally affecting the industry in which any Tetraphase Company participates or the U.S. or global economy as a whole, to the extent that such conditions do not have a materially disproportionate impact on the Acquired Companies taken as a whole as compared to other industry participants;

(ii) general conditions in the financial markets, and any changes therein, and any changes arising out of acts of terrorism, war, weather conditions, viruses or pandemics or other force majeure events, to the extent that such conditions do not have a materially disproportionate impact on the Acquired Companies, taken as a whole, as compared to other industry participants;

(iii) changes in the trading price or trading volume of Tetraphase Common Stock, or the suspension of trading in or delisting of Tetraphase's securities on the Nasdaq Global Market (it being understood, however, that except as otherwise provided in this sentence, any effect giving rise to or contributing to such changes in the trading price or trading volume of Tetraphase Common Stock may give rise to a Company Material Adverse Effect and may be taken into account in determining whether a Company Material Adverse Effect has occurred or could or would occur);

(iv) changes in GAAP (or any interpretations of GAAP) or Legal Requirements applicable to Tetraphase or any of its Subsidiaries;

(v) the failure to meet public estimates or forecasts of revenues, earnings of other financial metrics, in and of itself, or the failure to meet internal projections, forecasts or budgets of revenues, earnings or other financial metrics, in and of itself (it being understood, however, that, except as otherwise provided in this sentence, any effect giving rise to or contributing to any such failure may give rise to a Company Material Adverse Effect and may be taken into account in determining whether a Company Material Adverse Effect has occurred or could or would occur);

(vi) any stockholder litigation or other claims arising from or relating to the AcelRx Merger Agreement or the transactions contemplated thereby, the Merger Agreement or the Contemplated Transactions and/or relating to a breach of the fiduciary duties of the Tetraphase Board to Tetraphase's stockholders under applicable Legal Requirements;

(vii) resulting or arising out of the execution, announcement or performance of the Merger Agreement or any of the Transactions, including the loss of employees, suppliers or customers (including customer orders or contracts), or resulting or arising out of the execution, announcement, performance or termination of the AcelRx Merger Agreement or the transactions contemplated thereby; or

(viii) the taking of any action expressly required to be taken pursuant to the Merger Agreement or the taking of any action requested by Parent to be taken pursuant to the terms of the Merger Agreement to the extent taken in accordance with such request.

In the Merger Agreement, Melinta and Purchaser have made representations and warranties to Tetraphase with respect to:

- corporate matters, such as due organization, good standing (with respect to jurisdictions that recognize such concept), power and authority;
- authority relative to the Merger Agreement and the CVR Agreement;
- ownership of securities of Tetraphase;
- required consents and approvals, and no violations of laws, governance documents or agreements;
- accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9;
- independent investigation regarding Tetraphase;
- non-reliance on any representations or warranties regarding the subject matter of the Merger Agreement, express or implied, except for Tetraphase's representations and warranties under the Merger Agreement; and
- the formation and activities of Purchaser.

Some of the representations and warranties in the Merger Agreement made by Melinta and Purchaser are qualified as to "materiality" or a "Parent Material Adverse Effect." For purposes of the Merger Agreement, a "Parent Material Adverse Effect" means any Effect that, considered together with all other Effects, is or would reasonably be expected to, materially and adversely affect the ability of Melinta and Purchaser to consummate the transactions contemplated by the Agreement prior to the End Date. The definition of "Parent Material Adverse Effect" excludes any changes arising out of acts of terrorism, war, weather conditions, viruses or pandemics or other force majeure events in determining whether there has been, or would reasonably be expected to be a Parent Material Adverse Effect.

None of the representations and warranties of the parties to the Merger Agreement contained in the Merger Agreement or in any schedule, instrument or other document delivered pursuant to the Merger Agreement will survive the Effective Time.

*Specific Performance*. The parties have agreed that irreparable damage would occur in the event that any of the provisions of the Merger Agreement were not performed in accordance with their specific terms or were otherwise breached. The parties further agreed that the parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of the Merger Agreement and to enforce specifically the terms and provisions of the Merger Agreement in the Chancery Court of the State of Delaware in addition to any other remedy to which they are entitled under the Merger Agreement. The right to specific performance includes the right of Tetraphase, on behalf of itself and any third party beneficiaries to the Merger Agreement, to cause Melinta and Purchaser to cause the Offer, the Merger and the other Transactions to be consummated on the terms and conditions set forth in the Merger Agreement.

*Notice of Certain Events*. Tetraphase and Melinta have agreed to promptly notify the other of (i) any notice or communication received by such party from any governmental body in connection with the Transactions or from any person alleging that the consent of such person may be required in connection with the Transactions; (ii) any legal proceeding commenced or, to any party's knowledge, threatened in writing, against such party or any of its subsidiaries or otherwise relating to, involving or affecting such party or any of its subsidiaries, in each case in connection with, arising from or otherwise relating to the Transactions, or affecting the business of such party or any of its subsidiaries; or (iii) any change, circumstance, condition, development, effect, event,

occurrence or state of facts that has had or would reasonably be expected to have a Material Adverse Effect or Melinta Material Adverse Effect, as applicable, or would reasonably be expected to make the satisfaction of any of the Offer Conditions impossible or unlikely.

*Filings, Consents and Approvals*. Each of Tetraphase, Melinta and Purchaser has agreed to use reasonable best efforts to obtain from any governmental body all consents, approvals, authorizations or orders required to be obtained under antitrust laws or to avoid the entry or enactment of any injunction or other order or decree relating to any antitrust law that would delay, restrain, prevent, enjoin or otherwise prohibit consummation of the Transactions.

In addition Tetraphase, Melinta and Purchaser have also agreed, until the Acceptance Time or the termination of the Merger Agreement pursuant to its terms, to promptly notify the other parties of the making or commencement of any request, inquiry, investigation, action or legal proceeding brought by a governmental body or brought by a third party before any governmental body, keep the other parties reasonably informed as to the status of any such request, inquiry, investigation, action or legal proceeding, and promptly inform the other parties of, and wherever practicable give the other party reasonable advance notice of, and the opportunity to participate in, any communication in connection with any such request, inquiry, investigation, action or legal proceeding.

*Directors' and Officers' Indemnification and Insurance*. The Merger Agreement obligates Melinta and the Surviving Corporation to honor all rights to indemnification, advancement of expenses, exculpation from liabilities and insurance rights in favor of the current and former directors and officers of each of the Acquired Companies, whom we refer to as "indemnitees," with respect to acts or omissions occurring at or prior to the Effective Time (whether asserted or claimed prior to, at or after the Effective Time). Specifically, for a period of six (6) years from and after the Effective Time (the "Indemnity Period"), Melinta has agreed that all rights to indemnification, exculpation and advancement of expenses and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time (whether asserted or claimed prior to, at or after the Effective Time) now existing in favor of indemnitees as provided in governing documents, indemnification agreements or other similar agreements of such Acquired Company with respect to all matters occurring prior to or at the Effective Time will continue in full force and effect in accordance with their respective terms and will not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any Indemnified Person (as defined below), and Melinta will cause the Acquired Companies to perform their obligations thereunder.

For the Indemnity Period, Melinta and the Surviving Corporation have agreed to either cause to be maintained in effect the current policies of directors' and officers' liability insurance maintained by the Acquired Companies or provide substitute policies for the Acquired Companies (and their current and former directors and officers who are currently covered by Acquired Companies' existing policies), in either case of not less than the existing coverage and having other terms not less favorable to the insured persons than such insurance coverage currently maintained by the Acquired Companies; provided that neither Melinta nor the Surviving Corporation will be required to pay with respect to such insurance policies an annual premium greater than 300% of the aggregate annual premium most recently paid by the Acquired Companies for such insurance (the "Maximum Amount"). In lieu of the foregoing, prior to the Acceptance Time, the Acquired Companies may purchase a "tail" directors' and officers' liability insurance policy for the Acquired Companies (and their current and former directors and officers who are currently covered by the Acquired Companies' existing policies) to provide coverage in an amount not less than the existing coverage and to have other terms not less favorable to the insured persons than the insurance coverage currently maintained by the Acquired Companies with respect to claims arising from facts or events that occurred at or before the Effective Time. In the event any future annual premiums for the existing insurance policy or tail policy exceed the Maximum Amount, the Surviving Corporation will be entitled to reduce the amount of coverage to the amount of coverage that can be obtained for a premium equal to 300% of such annual premiums.

In the event Melinta or the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in each such case, Melinta shall ensure that the successors and assigns of Melinta or the Surviving Corporation, as the case may be, will assume the obligations described above.

*Expenses*. Except as otherwise provided in the Merger Agreement, all fees and expenses incurred by the parties in connection with the Merger Agreement and the Transactions will be paid by the party incurring such expenses, whether or not the Offer and Merger are consummated.

*Offer Conditions*. The Offer Conditions are described in Section 13 - "Conditions of the Offer."

*CVR Agreement*

At or prior to the consummation of the Offer, Melinta will enter into the CVR Agreement with a rights agent agreeable to each of Melinta and Tetraphase, governing the terms of certain consideration payable thereunder. Each CVR represents the right to receive contingent payments of cash payable to the Rights Agent for the benefit of the holders of CVR, in each case without interest and less any applicable withholding taxes. The maximum number of CVRs that may be issued is calculated as the sum of (i) each issued and outstanding Share; (ii) each outstanding Tetraphase RSU; (iii) each outstanding Tetraphase PRSU; and (iv) a percentage of each outstanding pre-funded warrant held by Armistice Capital (in the case of pre-funded warrants issued by Tetraphase in November 2019, 99.441341%, and in the case of pre-funded warrants issued by Tetraphase in January 2020, 99.944134% for each share of Tetraphase's common stock underlying such warrant). It is currently anticipated that up to an aggregate of 10,793,692 CVRs will be issued. Such payments are conditioned upon achievement of certain "Net Sales" milestones of XERAVA in the U.S., as described below:

- the first achievement of annual Net Sales of at least $20,000,000 during the Calendar Year ending on December 31, 2021 ("Milestone 1");
- the first achievement of annual Net Sales of at least $35,000,000 during any Calendar Year ending on or before December 31, 2024 ("Milestone 2"); and
- the first achievement of annual Net Sales of at least $55,000,000 during any calendar year ending on or before December 31, 2024 ("Milestone 3," and together with Milestone 1 and Milestone 2, the "Milestones").

"Net Sales" means the gross amount invoiced by Melinta, any of its affiliates (including the Surviving Corporation) or any of its Licensees (each, a "Selling Party") to a third party for sales or distribution of XERAVA in the U.S., less the following deductions as calculated in accordance with GAAP consistently applied:

(i) customary trade, cash and quantity discounts given to customers;

(ii) rebates, credits and allowances given by reason of rejections returns, damaged or defective product or recalls;

(iii) government-mandated rebates, credits and adjustments paid or deducted;

(iv) customary price adjustments, allowances, credits, chargeback payments, discounts, rebates, free of charge concessions, fees and reimbursements granted or made to managed care organizations, group purchasing organizations or other buying groups, pharmacy benefit management companies, health maintenance organizations and any other providers of health insurance coverage, health care organizations or other health care institutions (including hospitals), health care administrators, patient assistance or other similar programs, or to federal state/provincial, local and other governments, including their agencies;

(v) reasonable and customary freight, shipping, insurance and other transportation expenses, if borne by the applicable Selling Party without reimbursement from any third party;

(vi) amounts written off as uncollectable debt; provided that the amount of any uncollectable debt deducted pursuant to this exception and actually collected in a subsequent Calendar Quarter shall be included in Net Sales for such subsequent Calendar Quarter; and

(vii) sales, value-added, excise taxes, tariffs and duties, and other taxes and government charges directly related to the sale, delivery or use of XERAVA (but not including taxes assessed against the net income derived from such sale).

Furthermore, Net Sales shall not include use of or sale at or below the direct manufacturing cost of XERAVA by Melinta, its affiliates (including the Surviving Corporation) and/or its sublicensees of XERAVA for non-clinical or clinical studies, patient-assistance programs or charitable donations. Resales or sales of XERAVA made in good faith between or among any Selling Party shall not be included in the calculation of Net Sales but the subsequent resale or sale to a non-affiliate third party (other than a Selling Party) shall be included in the computation of Net Sales. All Net Sales shall be computed in Dollars, and where any Net Sales are calculated in a currency other than Dollars, they shall be translated into Dollars in accordance with GAAP.

If Milestone 1 is achieved, Parent will pay an amount per CVR equal to the quotient of $2.5 million divided by the aggregate number of CVRs issued pursuant to the Merger Agreement and the CVR Agreement.

If Milestone 2 is achieved, Parent will pay an amount per CVR equal to the quotient of $4.5 million divided by the aggregate number of CVRs issued pursuant to the Merger Agreement and the CVR Agreement.

If Milestone 3 is achieved, Parent will pay an amount per CVR equal to the quotient of $9.0 million divided by the aggregate number of CVRs issued pursuant to the Merger Agreement and the CVR Agreement.

More than one milestone may be achieved in a given calendar quarter or calendar year, and each milestone may only be achieved once. Accordingly, the aggregate payments to holders of CVRs pursuant to the CVR Agreement will not exceed $16.0 million. There can be no assurance that any of the Milestones will be achieved. If a Milestone is not achieved in the applicable timeframe, the associated payment will not be payable to the holders of the CVRs. No interest will accrue or be payable in respect of any of the amounts that may become payable on the CVRs.

Additionally, commencing upon the closing of the Merger and continuing until the earlier of December 31, 2024 or the achievement of all milestones, Melinta has agreed to, and has agreed to cause its affiliates and licensees to, use Commercially Reasonable Efforts (as defined in the CVR Agreement) to achieve the milestones. Without limiting the foregoing, Melinta has further agreed that neither it nor any of its Affiliates shall act in bad faith for the purpose of avoiding achievement of any milestone or the payment of any milestone amount.

The terms of the CVRs described above reflect the parties' agreement over the sharing of potential economic upside benefits from future net sales of XERAVA and do not reflect anticipated net sales of XERAVA. There can be no assurance that such levels of net sales will occur or that any or all of the payments in respect of the CVRs will be made.

If a milestone is not achieved during any of 2021, 2022, 2023 or 2024, then within 60 days after the end of such applicable year, Melinta will deliver to the Rights Agent a milestone non-achievement certificate, which certifies that such milestone has not occurred, accompanied by a statement setting forth, in reasonable detail, a calculation of net sales of XERAVA for the applicable period. The Rights Agent will have 10 business days after receipt of a milestone non-achievement certificate to send each CVR holder a copy of the applicable milestone non-achievement certificate. Unless holders representing at least 40% of the outstanding CVRs send the Rights Agent a written objection to a milestone non-achievement certificate within 180 days of delivery by the Rights

Agent of such milestone non-achievement certificate (i) with respect to the first milestone, or (ii) with respect to 2024 and any of the second or third milestones, then, in each case, the holders of CVRs will be deemed to have accepted such milestone non-achievement certificate and Melinta and its affiliates will have no further obligation with respect to the applicable milestone payment. Until December 31, 2025, holders representing at least 40% of the outstanding CVRs will have limited rights to request an audit by an independent accounting firm of Melinta's records in order to evaluate and verify Melinta's calculation of net sales of XERAVA under the CVR Agreement. If such independent accountant concludes that payment with respect to the achievement of a milestone should have been paid but was not paid when due, then Melinta will be required to pay any such unpaid amount, plus interest.

The CVR Agreement provides that the holders of CVRs are intended third-party beneficiaries of the CVR Agreement.

The right to payments under the CVRs as evidenced by the CVR Agreement is a contractual right only and will not be transferable, except in the limited circumstances specified in the CVR Agreement, including: (i) upon death of a CVR holder by will or intestacy; (ii) by instrument to an inter vivos or testamentary trust in which the CVRs are to be passed to beneficiaries upon the death of the trustee; (iii) pursuant to a court order; (iv) by operation of law (including by consolidation or merger) or without consideration in connection with the dissolution, liquidation or termination of any corporation, limited liability company, partnership or other entity; (v) in the case of CVRs held in book-entry or other similar nominee form, from a nominee to a beneficial owner and, if applicable, through an intermediary, as allowable by the Depository Trust Company; or (vi) to Melinta in connection with an abandonment of the CVR or in connection with a negotiated transaction.

The foregoing description of the CVR Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of the CVR Agreement, which is filed as Exhibit (d)(4) of the Schedule TO.

*Support and Exchange Agreements*

Concurrently with the execution and delivery of the Merger Agreement, certain equityholders (including certain entities holding Shares on their behalf) of Tetraphase, and collectively beneficially owning approximately 20% of the outstanding voting power of Tetraphase (assuming no exercise of outstanding equity awards), (each a "Supporting Stockholder") entered into a Support Agreement (together, the "Support Agreements") with Melinta and Purchaser, pursuant to which the Supporting Stockholder agreed, among other things, to validly and irrevocably tender or cause to be validly and irrevocable tendered in the Offer all of such Supporting Stockholder's Shares pursuant to and in accordance with the terms of the Offer, which Shares represent in the aggregate approximately 20% of the outstanding voting power of Tetraphase as of June 2, 2020, and, subject to certain exceptions, not to transfer any of the Shares that are subject to the Support Agreements. Each Supporting Stockholder, except as noted in the immediately following sentence, agreed that it will, no later than ten (10) business days after the commencement of the Offer, (i) deliver a letter of transmittal with respect to all of such shares complying with the terms of the Offer, a certificate representing all such Shares are certified, and all other documents or instruments that Melinta or Purchaser may reasonably require or request in order to effect the valid tender of such Supporting Stockholder, and (ii) instruct such Supporting Stockholder's broker or such other person that is the holder of record of any shares beneficially owned by the Supporting Stockholder to tender such shares. Melinta and Purchaser entered into a Support Agreement with one Supporting Stockholder pursuant to which such Supporting Stockholder (i) has agreed to tender in the Offer all Shares held by or beneficially owned by such Supporting Stockholder to the extent such Supporting Stockholder beneficially owns such Shares as of the business day prior to the time of acceptance by Purchaser of the Shares validly tendered pursuant to the Offer and not validly withdrawn (the "Acceptance Time"), and (ii) is under no obligation to not transfer the subject securities.

In addition, each Supporting Stockholder agreed, except with respect to the Supporting Stockholder discussed in the immediately preceding sentence, if necessary, to vote such Supporting Stockholder's Shares: (i) against any offer or proposal (other than a proposal by Melinta or Purchaser) for any acquisition of more than 15% of the assets or voting securities of Tetraphase and against any other action, agreement or transaction involving Tetraphase that would reasonably be expected to cause Tetraphase to abandon, terminate or fail to consummate the Offer or the Merger; and (ii) against any liquidation, dissolution, extraordinary dividend or other significant corporate reorganization of Tetraphase.

Each Support Agreement will terminate automatically, without any notice or other action by any person, upon the first to occur of (i) the termination of the Merger Agreement in accordance with its terms, (ii) the Effective Time, (iii) any amendment to the Merger Agreement that reduces the amount, or changes the form, of consideration payable to the applicable Supporting Stockholder or otherwise materially and adversely impacts such Supporting Stockholder, (iv) a Tetraphase Adverse Change in Recommendation (as defined above), or (v) the mutual written consent of Melinta and such Supporting Stockholder.

In addition, Supporting Stockholders party to the Support Agreements that hold warrants to purchase Shares have agreed that (i) each outstanding common stock warrant issued by Tetraphase in November 2019 will be converted into the right to receive, at the closing of the Merger, $2.47 per Share underlying the common stock warrants issued by Tetraphase in 2019, (ii) each outstanding common stock warrant issued by Tetraphase in January 2020 will be converted into the right to receive, at the closing of the Merger, $2.47 per Share underlying the common stock warrants issued by Tetraphase in 2020, and (iii) each outstanding pre-funded warrant will be converted into the right to receive the product of (a) in the case of pre-funded warrants issued by Tetraphase in November 2019, 99.441341%, and in the case of pre-funded warrants issued by Tetraphase in January 2020, 99.944134%, and (b) each element of the Offer Price, for each Share underlying such warrant.

In addition, concurrently with the execution and delivery of the Merger Agreement, Tetraphase entered into an exchange agreement (the "Exchange Agreement") with one warrantholder under which such warrantholder agreed to the treatment of warrants described above in this section. Such warrantholder agreed that it will not take any action that Tetraphase is prohibited from taking in respect of Tetraphase's non-solicitation obligations in the Merger Agreement. Further, such warrantholder agreed not to commence or participate in any class action with respect to, any litigation related to the Merger Agreement or the Transactions, including the Offer and the Merger.

The Exchange Agreement will terminate automatically with respect to the warrantholder as of the earliest to occur of (i) the termination of the Merger Agreement in accordance with its terms, (ii) the Effective Time, (iii) any amendment to the Merger Agreement that reduces the amount, or changes the form, of consideration payable to the applicable Supporting Stockholder or otherwise materially and adversely impacts such Supporting Stockholder, (iv) a Tetraphase Adverse Change in Recommendation (as defined above), or (v) the mutual written consent of Melinta and such Supporting Stockholder.

The foregoing description of the Support Agreements and the Exchange Agreement do not purport to be complete and is qualified in its entirety by reference to the full text of the form of Support Agreement and the form of the Exchange Agreement, which are filed as Exhibit (d)(3) and (d)(6) of the Schedule TO, respectively.

*Confidentiality Agreement*

On May 15, 2020, Melinta and Tetraphase entered into a confidentiality agreement (the "Confidentiality Agreement"), pursuant to which each party agreed, subject to certain exceptions, to keep confidential nonpublic information about the other party in connection with a possible negotiated transaction. The Confidentiality Agreement superseded a confidentiality agreement by and between Deerfield Management and Tetraphase dated January 15, 2020. Melinta's and Tetraphase's obligations with respect to any particular item of confidential information under the Confidentiality Agreement survive termination or expiration of the Confidentiality

Agreement and will expire five (5) years after the disclosure of such item of confidential information. The Confidentiality Agreement does not include a standstill provision. The Confidentiality Agreement includes a one-year employee non-solicitation provision.

This summary does not purport to be complete and is qualified in its entirety by reference to the Confidentiality Agreement, which is filed as Exhibit (d)(2) to the Schedule TO and is incorporated by reference herein.

*Guarantee*

In connection with the execution of the Merger Agreement, the Deerfield Funds provided a guarantee (the "Guarantee") pursuant to which each Deerfield Fund, severally and not jointly and based on their respective equity ownership percentage of Melinta, guarantees the obligations of Melinta and the Purchaser with respect to (i) payment of the Cash Consideration (as defined in the Merger Agreement) and (ii) milestone payment obligations pursuant to the CVR Agreement (such obligations arising under the CVR Agreement, the "CVR Guaranteed Obligations"), whether or not existing or hereafter arising (collectively the "Guaranteed Obligations")

The Deerfield Funds will be released from the CVR Guaranteed Obligations to the extent, and upon the occurrence of certain events, described below:

(i) if there is a Change of Control (as defined in the CVR Agreement) of Melinta, then each Deerfield Fund will be automatically released from its CVR Guaranteed Obligations at the closing of such Change of Control as long as the counterparty or counterparties to the Change of Control assume, and are capable of assuming, all of the CVR Guaranteed Obligations;

(ii) if Melinta completes an initial public offering that results in aggregate gross cash proceeds to Melinta of at least $20 million on an internationally recognized stock exchange (a "Qualified IPO"), each Deerfield Fund shall be automatically released from its CVR Guaranteed Obligations in proportion to its percentage ownership interests in Melinta and the percentage interest of Melinta common stock issued in such Qualified IPO;

(iii) If Melinta common stock is publicly listed on an internationally recognized stock exchange and its market capitalization averages, over any 30 consecutive trading day period, more than $100,000,000, then the Deerfield Funds will be automatically released from their CVR Guaranteed Obligations as of the last day of such 30-day period; or

(iv) if more than 20% of the outstanding voting equity of Melinta is sold to one or more third parties in a transaction that is not a Change of Control, then the Guarantors will be automatically released from their CVR Guaranteed Obligations in proportion to their percentage ownership interests in Melinta and the extent that the counterparty or counterparties to the transaction assume, and are capable of assuming, the CVR Guaranteed Obligations.

The foregoing summary and description of the material terms of the Guarantee do not purport to be complete and are qualified in their entirety by reference to the full text of the Guarantee, which is filed as Exhibit (d)(5) of the Schedule TO and is incorporated herein by reference.

**12. Source and Amount of Funds.**

The Offer is not conditioned upon Melinta's, Purchaser's or Deerfield's ability to finance the purchase of Shares pursuant to the Offer. Melinta and Purchaser estimate that the total amount of funds required to consummate the Merger (including payments for warrants and other payments referred to in the Merger Agreement) pursuant to the Merger Agreement and to purchase all of the Shares pursuant to the Offer and the Merger Agreement will be approximately $39.0 million at or prior to the closing of the Offer. In addition,

Melinta and Purchaser estimate that they would need approximately an additional $16.0 million to pay the maximum aggregate amount that holders of the CVRs would be entitled to in the event that any of the Milestones are timely achieved. The funds to pay for all Shares and CVRs accepted for payment in the Offer and the consideration in connection with the Merger are expected to come from (1) a customary unsecured multi-draw promissory note to be provided to Melinta by Deerfield prior to closing of the Offer and (2) Melinta's available cash. As of June 7, 2020, Melinta had funds with various banks, deposits and short-term financial instruments denominated in U.S. dollars in an amount equal to approximately $29.1 million. Melinta and the Purchaser anticipate that Melinta's available cash, together with any amounts loaned by the Deerfield Funds to Melinta, will be sufficient to pay the Offer Price for all Shares tendered in the Offer, the consideration in connection with the Merger and all related fees and expenses. Although the Offer is not subject to any financing contingency, prior to closing of the Offer, and subject to market conditions, Melinta may seek to obtain third party financing in lieu of the Deerfield Note.

We do not believe our financial condition is relevant to your decision whether to tender your Shares and accept the Offer because (i) the Offer is being made for all outstanding Shares solely for cash and CVRs, (ii) the Offer is not subject to any financing condition, (iii) if we consummate the Offer, we will acquire all remaining Shares for the same price in the Merger, and (iv) Melinta, Deerfield and/or one or more of its affiliates has, and will arrange for us to have, sufficient funds to purchase all Shares validly tendered in the Offer, and not properly withdrawn, to acquire the remaining outstanding Shares in the Merger, and to make payments to holders of the CVRs on the terms set forth in this Offer to Purchase.

Although the Offer is not subject to any financing contingency, in connection with closing of the Offer and the Merger, the Deerfield Funds will provide Melinta and Purchaser an unsecured multi-draw promissory note (the "Deerfield Note") of up to $39.0 million. The Deerfield Note would have an interest rate of 8.00%, would mature on the second anniversary of the date of the promissory note, and could be drawn on from time to time. There would be no conditions to borrowing under the Deerfield Note. At this time, no plans or arrangements have been made regarding the payment of any Deerfield Note. Prior to closing of the Offer, and subject to market conditions, Melinta may seek to obtain third party financing in lieu of the Deerfield Note. Further, in connection with the execution of the Merger Agreement, the Deerfield Funds, severally and not jointly and based on their respective equity ownership percentage of Melinta, guarantee all of the payment obligations of Melinta and the Purchaser under the Merger Agreement and CVR Agreement.

## 13. Conditions of the Offer.

The obligation of Purchaser to accept for payment and pay for Shares validly tendered and not validly withdrawn pursuant to the Offer is subject only to the satisfaction of the conditions set forth in clauses (a) through (l) below. Notwithstanding any other provisions of the Offer or the Merger Agreement to the contrary and subject to any applicable rules and regulations of the SEC including Rule 14e-1(c) of the Exchange Act, Purchaser is not required to accept for payment or pay for, and may delay the acceptance for payment of, or the payment for, any tendered Shares, unless the conditions set forth below have been satisfied or waived in writing by Melinta:

a. there shall have been validly tendered and not validly withdrawn Shares that, considered together with all other Shares (if any) beneficially owned by Melinta and its affiliates, represents one more Share than 50% of the total number of Shares outstanding at the time prior to the expiration of the Offer; provided, however, that for purposes of determining whether this condition has been satisfied, the parties shall exclude Shares tendered in the Offer pursuant to Notice of Guaranteed Delivery that have not yet been "received" (as such term is defined in Section 251(h)(6)(f) of the DGCL); and

b. there shall not have been issued by any governmental body of competent jurisdiction any judgment, temporary restraining order, preliminary or permanent injunction or other order, decree or ruling restraining, enjoining or otherwise preventing the acquisition of or payment for Shares pursuant to the Offer or the consummation of the Offer or the Merger, nor shall any legal requirement have been promulgated, enacted, issued or deemed applicable to the Offer or the Merger by any governmental body that prohibits or makes illegal the acquisition of or payment for Shares pursuant to the Offer or the consummation of the Merger; and

c. since the date of the Merger Agreement, there has not occurred any change, circumstance, condition, development, effect, event, occurrence or state of facts which, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect (as defined below); and

d. Tetraphase shall have complied with or performed, in all material respects, its obligations, covenants and agreements under the Merger Agreement it is required to comply with or perform; and

e. the representations and warranties of Tetraphase related to its corporate organization, good standing, authority to enter the Merger Agreement, the Merger's eligibility under Section 251(h) of the DGCL, or fees owed to any broker, finder or investment banker shall be true in all material respects as if made on and as of the expiration of the Offer (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period); and

f. the representations of Tetraphase related to its capitalization set forth in the first sentence of Section 2.3(a), in Section 2.3(c) and Section 2.3(f) shall be accurate in all respects as of the expiration of the Offer as though made on and as of the expiration of the Offer, except to the extent the failures of such representations to be true and correct in all respects individually or in the aggregate would not reasonably be expected to result in an increase in the aggregate value of the consideration payable by Parent in connection with the Merger of more than $325,000 in the aggregate, as compared to what such aggregate amount would have been if such representations and warranties had been true and correct in all respects; and

g. 3.6(b) of the Merger Agreement shall be true and correct in all respects and as of the Offer Acceptance Time as if made at and as of the Offer Acceptance Time; and

h. the representations and warranties of Tetraphase set forth in the Merger Agreement (other than those referred to in clauses (e) through (g) above) shall be true and correct (disregarding for this purpose all "Material Adverse Effect" and "materiality" qualifications contained in such representations and warranties) as of the expiration of the Offer as if made on and as of such time (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period), except where the failure of such representations and warranties constitutes a Material Adverse Effect; and

i. Melinta and Purchaser shall have received a certificate executed on behalf of Tetraphase by an executive officer confirming that the conditions set forth in paragraphs (d) through (h) above have been satisfied; and

j. As of the expiration of the offer, the Company Net Cash (as determined in accordance with Section 1.14 of the Merger Agreement, and more fully explained in Section "Merger Agreement" above); and

k. the Merger Agreement has not been terminated in accordance with its terms; and

l. there shall not be pending any legal proceeding in which a governmental body is a party that (1) seeks to restrain, prohibit, rescind or unwind the Offer or the Merger, seeks to prohibit or limit in any material respect Melinta's ability to vote, transfer, receive dividends with respect to or otherwise exercise ownership rights with respect to the stock of the Surviving Corporation; (iii) relates to the Offer or the Merger and that would reasonably be expected to materially and adversely affect the right or ability of Melinta to own any of the material assets or materially limit the operation of the business of Tetraphase, taken as a whole; (iv) seeks to compel Tetraphase, Melinta or any subsidiary of Melinta to dispose of or hold separate any material assets or material business as a result of the Offer or the Merger; or (v) relates to the Offer or the Merger and seeks to impose (or that would reasonably be expected to result in the imposition of) any criminal sanctions or criminal liability on Melinta or Tetraphase.

The foregoing conditions are for the sole benefit of Melinta and Purchaser, may be asserted by Melinta or Purchaser regardless of the circumstances giving rise to any such conditions (including any action or inaction by

Melinta or Purchaser), and (except for the Minimum Condition) may be waived by Melinta and Purchaser, in whole or in part, at any time and from time to time, in their sole and absolute discretion. The failure by Melinta or Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right which may be asserted at any time and from time to time prior to the expiration of the Offer (except for conditions relating to government regulatory approvals).

## 14. Dividends and Distributions.

The Merger Agreement provides that Tetraphase will not, between the date of the Merger Agreement and the Acceptance Time, establish a record date for, declare, set aside or pay any dividends on or make other distribution in respect of any shares of its capital stock (including the Shares). See Section 11 - "Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements - Summary of the Merger Agreement - Conduct of Business Pending the Merger."

## 15. Certain Legal Matters; Regulatory Approvals.

**General**. Except as otherwise set forth in this Offer to Purchase, based on Melinta's, and Purchaser's review of publicly available filings by Tetraphase with the SEC and other information regarding Tetraphase, Melinta and Purchaser are not aware of any licenses or other regulatory permits which appear to be material to the business of Tetraphase and which might be adversely affected by the acquisition of Shares by Purchaser pursuant to the Offer or of any approval or other action by any governmental, administrative or regulatory agency or authority which would be required for the acquisition or ownership of Shares by Purchaser or Melinta pursuant to the Offer. In addition, except as set forth below, Melinta and Purchaser are not aware of any filings, approvals or other actions by or with any governmental body or administrative or regulatory agency that would be required for Melinta's and Purchaser's acquisition or ownership of the Shares. Should any such approval or other action be required, Melinta and Purchaser have agreed to use reasonable best efforts to file, as soon as possible, such notices, reports, and other documents and to submit promptly any information reasonably requested by any governmental entity in connection therewith. The parties currently expect that such approval or action, except as described below under "State Takeover Laws," would be sought or taken. There can be no assurance that any such approval or action, if needed, would be obtained or, if obtained, that it will be obtained without substantial conditions; and there can be no assurance that, in the event that such approvals were not obtained or such other actions were not taken, adverse consequences might not result to Tetraphase's or Melinta's business or that certain parts of Tetraphase's or Melinta's business might not have to be disposed of or held separate. In such an event, we may not be required to purchase any Shares in the Offer. See Section 13 - "Conditions of the Offer."

**Antitrust**. Based on a review of the information currently available relating to the businesses in which Melinta and Tetraphase are engaged and the consideration to be paid for the Shares, Melinta and Purchaser have determined that no mandatory antitrust premerger notification filing or waiting period under U.S. HSR Act is required, and therefore HSR clearance is not a condition to the consummation of the Offer or the Merger.

Melinta has licensed the rights to commercialize its products outside the United States. However, based on a review of the information currently available relating to the countries and business in which Melinta is engaged, Melinta and Purchaser believe that no mandatory antitrust premerger notification filing is required outside the United States and approval of any non-U.S. antitrust authority is not a condition to the consummation of the Offer or the Merger.

Based upon an examination of publicly available and other information relating to the businesses in which Tetraphase is engaged, Melinta and Purchaser believe that the acquisition of Shares in the Offer (and the Merger) should not violate applicable antitrust laws. Nevertheless, Melinta and Purchaser cannot be certain that a challenge to the Offer (and the Merger) on antitrust grounds will not be made, or, if such challenge is made, what the result will be. See Section 13 - "Conditions of the Offer."

**Stockholder Approval Not Required**. Tetraphase has represented in the Merger Agreement that execution, delivery and performance of the Merger Agreement by Tetraphase and the consummation by Tetraphase of the Offer and the Merger have been duly and validly authorized by all necessary corporate action on the part of Tetraphase, and no other corporate proceedings on the part of Tetraphase are necessary to authorize the Merger Agreement or to consummate the Offer and the Merger. Section 251(h) of the DGCL provides that stockholder approval of a merger is not required if certain requirements are met, including that (i) the acquiring company consummates an offer for all of the outstanding stock of the company to be acquired that, absent Section 251(h) of the DGCL, would be entitled to vote on the merger, and (ii) following the consummation of such tender offer, the acquiring company owns at least such percentage of the stock of the company to be acquired that, absent Section 251(h) of the DGCL, would be required to adopt the merger agreement. If the Minimum Condition is satisfied and we accept Shares for payment pursuant to the Offer, we will hold a sufficient number of Shares to ensure that Tetraphase will not be required to submit the adoption of the Merger Agreement to a vote of its stockholders. For purposes of determining whether the Minimum Condition is met, holders of approximately 20% of the outstanding voting power of Tetraphase (assuming no exercise of outstanding equity awards) have entered into Support Agreements and have agreed, among other things, subject to certain exceptions, to tender their Shares. Following the consummation of the Offer and subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, Purchaser, Melinta and Tetraphase will take all necessary and appropriate action to effect the Merger as promptly as practicable without a meeting of stockholders of Tetraphase in accordance with Section 251(h) the DGCL. See Section 11 - “Purpose of the Offer and Plans for Tetraphase; Summary of the Merger Agreement and Certain Other Agreements.”

**State Takeover Laws**. A number of states (including Delaware, where Tetraphase is incorporated) have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which are incorporated in such states or which have substantial assets, stockholders, principal executive offices or principal places of business therein.

As a Delaware corporation, Tetraphase has not opted out of Section 203 of the DGCL. In general, Section 203 of the DGCL would prevent an “interested stockholder” (generally defined in Section 203 of the DGCL as a person beneficially owning 15% or more of a corporation’s voting stock) from engaging in a “business combination” (as defined in Section 203 of the DGCL) with a Delaware corporation for three years following the time such person became an interested stockholder unless: (i) before such person became an interested stockholder, the board of directors of the corporation approved the transaction in which the interested stockholder became an interested stockholder or approved the business combination; (ii) upon consummation of the transaction which resulted in the interested stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding for purposes of determining the number of shares of outstanding stock held by directors who are also officers and by employee stock plans that do not allow plan participants to determine confidentially whether to tender shares); or (iii) following the transaction in which such person became an interested stockholder, the business combination is (a) approved by the board of directors of the corporation and (b) authorized at a meeting of stockholders by the affirmative vote of the holders of at least 66 2/3% of the outstanding voting stock of the corporation not owned by the interested stockholder.

Tetraphase has represented to us in the Merger Agreement that its board of directors has taken all actions necessary to ensure that the restrictions applicable to business combinations contained in Section 203 of the DGCL are not, and will not be, applicable to the execution, delivery or performance of the Merger Agreement. Purchaser has not attempted to comply with any other state takeover statutes in connection with the Offer or the Merger. Purchaser reserves the right to challenge the validity or applicability of any state law allegedly applicable to the Offer, Merger, the Merger Agreement or the transactions contemplated thereby, and nothing in this Offer to Purchase or any action taken in connection herewith is intended as a waiver of that right. In the event that it is asserted that one or more takeover statutes apply to the Offer or the Merger, and it is not determined by an appropriate court that such statute or statutes do not apply or are invalid as applied to the Offer, Merger, or the Merger Agreement, as applicable, Purchaser may be required to file certain documents with, or

receive approvals from, the relevant state authorities, and Purchaser might be unable to accept for payment or purchase Shares tendered pursuant to the Offer or be delayed in continuing or consummating the Offer. In such case, Purchaser may not be obligated to accept for purchase, or pay for, any Shares tendered. See Section 13 - "Conditions of the Offer."

**Appraisal Rights**. No appraisal rights are available to the holders of Shares in connection with the Offer. However, if the Offer is successful and the Merger is consummated, stockholders of Tetraphase who (i) did not tender their Shares in the Offer (or who had tendered but subsequently validly withdrawn such tender, and not otherwise waived their appraisal rights); (ii) otherwise comply with the applicable requirements and procedures of Section 262 of the DGCL; and (iii) do not thereafter withdraw their demand for appraisal of such Shares or otherwise lose their appraisal rights, in each case in accordance with the DGCL, will be entitled to demand appraisal of their Shares and receive in lieu of the consideration payable in the Offer a cash payment equal to the "fair value" of their Shares, as determined by the Delaware Court of Chancery, in accordance with Section 262 of the DGCL. If you choose to exercise your appraisal rights in connection with the Merger and you properly demand and perfect such rights in accordance with Section 262 of the DGCL, you may be entitled to payment for your Shares based on a judicial determination of the fair value of your Shares.

The following discussion is not a complete statement of the law pertaining to appraisal rights under the DGCL and is qualified in its entirety by the full text of Section 262 of the DGCL, which is attached to the Schedule 14D-9 as Annex II and is incorporated by reference therein. All references in Section 262 of the DGCL and in this summary to a "stockholder" or "holder of Shares" are to the record holder of Shares immediately prior to the Effective Time as to which appraisal rights are asserted. A person having a beneficial interest in Shares held of record in the name of another person, such as a broker or nominee, and who wishes to demand appraisal rights, must act promptly to cause the record holder to follow the steps summarized below properly and in a timely manner to perfect appraisal rights. Stockholders should carefully review the full text of Section 262 of the DGCL as well as the information discussed below. Stockholders should assume that Tetraphase will take no action to perfect any appraisal rights of any stockholder.

The "fair value" of the Shares as determined by the Delaware Court of Chancery could be based upon considerations other than, or in addition to, the price paid in the Offer and the Merger and the market value of such Shares. Stockholders should recognize that the value determined in an appraisal proceeding of the Delaware Court of Chancery could be higher or lower than, or the same as, the Offer Price and that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Offer and the Merger, is not an opinion as to, and does not otherwise address, fair value under the DGCL. Moreover, Parent and Tetraphase may argue in an appraisal proceeding that, for purposes of such proceeding, the "fair value" of such Shares is less than the Offer Price.

**Any stockholder who desires to exercise his, her or its appraisal rights should review carefully Section 262 of the DGCL and is urged to consult his, her or its legal advisor before electing or attempting to exercise such rights.**

Under Section 262 of the DGCL, if a merger is approved under Section 251(h) of the DGCL, either a constituent corporation before the effective date of the merger, or the surviving corporation within ten (10) days thereafter, must notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of Section 262 of the DGCL. **THE SCHEDULE 14D-9 CONSTITUTES THE FORMAL NOTICE OF APPRAISAL RIGHTS UNDER SECTION 262 OF THE DGCL AND A COPY OF THE FULL TEXT OF SECTION 262 OF THE DGCL IS ATTACHED THERETO AS ANNEX II. FAILURE TO FOLLOW THE STEPS REQUIRED BY SECTION 262 OF THE DGCL FOR EXERCISING AND PERFECTING APPRAISAL RIGHTS WILL RESULT IN THE LOSS OF SUCH RIGHTS.**

As more fully discussed in the Schedule 14D-9, Stockholders wishing to exercise the right to seek an appraisal of their Shares under Section 262 of the DGCL must, in addition to the other requirements set forth in Section 262 of the DGCL, do ALL of the following:

- the stockholder must, within the later of the consummation of the Offer (which will occur at the date and time of the acceptance for payment of Shares pursuant to and subject to the conditions of the Offer) and twenty (20) days after the mailing of the Schedule 14D-9, deliver to Tetraphase at the address indicated below a written demand for appraisal of their Shares, which demand must reasonably inform Tetraphase of the identity of the stockholder and that the stockholder is demanding appraisal;
- the stockholder must not tender his, her or its Shares pursuant to the Offer; and
- the stockholder must continuously hold of record the Shares from the date on which the written demand for appraisal is made through the Effective Time.

**Any stockholder who sells Shares in the Offer will not be entitled to exercise appraisal rights with respect thereto but rather will receive the Offer Price, subject to the terms and conditions of the Merger Agreement, as well as the Offer to Purchase and related Letter of Transmittal, as applicable.**

**The foregoing summary of the rights of dissenting stockholders under the DGCL does not purport to be a statement of the procedures to be followed by stockholders desiring to exercise any appraisal rights under Delaware law. The preservation and exercise of appraisal rights require strict and timely adherence to the applicable provisions of Delaware law which will be set forth in their entirety in the notice of merger. The foregoing discussion is not a complete statement of law pertaining to appraisal rights under Delaware law and is qualified in its entirety by reference to Delaware law, including without limitation, Section 262 of the DGCL, a copy of which is included as Annex II to the Schedule 14D-9.**

**The information provided above is for informational purposes only with respect to your alternatives if the Merger is consummated. Any stockholder who desires to exercise his, her or its appraisal rights should review carefully Section 262 of the DGCL and is urged to consult his, her or its legal advisor before electing or attempting to exercise such rights. The foregoing summary does not constitute any legal or other advice nor does it constitute a recommendation that Tetraphase stockholders exercise appraisal rights under Section 262 of the DGCL.**

**If you tender your Shares into the Offer, you will not be entitled to exercise appraisal rights with respect to your Shares but, instead, subject to the conditions to the Offer, you will receive the Offer Price for your Shares.**

"**Going Private" Transactions**. Rule 13e-3 under the Exchange Act is applicable to certain "going private" transactions and may under certain circumstances be applicable to the Merger. However, Rule 13e-3 will be inapplicable if (i) the Shares are deregistered under the Exchange Act prior to the Merger or another business combination or (ii) the Merger or other business combination is consummated within one year after the purchase of the Shares pursuant to the Offer and the amount paid per Share in the Merger or other business combination is at least equal to the amount paid per Share in the Offer. Neither Melinta nor Purchaser believes that Rule 13e-3 will be applicable to the Merger.

**Legal Proceedings Relating to the Tender Offer**. None.

## 16. Fees and Expenses.

Melinta has retained the Depositary and Paying Agent and the Information Agent in connection with the Offer. The Depositary and Paying Agent and the Information Agent will receive customary compensation, reimbursement for reasonable out-of-pocket expenses and indemnification against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

As part of the services included in such retention, the Information Agent may contact holders of Shares by personal interview, mail, electronic mail, telephone, telex, telegraph and other methods of electronic communication and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial holders of Shares.

Except as set forth above, neither Melinta nor Purchaser will pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will upon request be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers.

**17. Miscellaneous.**

The Offer is being made to all holders of the Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Melinta, Purchaser and Deerfield have filed with the SEC the Schedule TO (including exhibits) in accordance with the Exchange Act, furnishing certain additional information with respect to the Offer, and may file amendments thereto. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the SEC in the manner set forth in Section 8 - "Certain Information Concerning Tetraphase" under "Available Information."

The Offer does not constitute a solicitation of proxies for any meeting of Tetraphase's stockholders. Any solicitation of proxies which Purchaser or any of its affiliates might seek would be made only pursuant to separate proxy materials complying with the requirements of Section 14(a) of the Exchange Act.

**No person has been authorized to give any information or make any representation on behalf of Deerfield, Melinta or Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person shall be deemed to be an agent of Purchaser, the Depositary and Paying Agent or the Information Agent for the purpose of the Offer. Neither delivery of this Offer to Purchase nor any purchase pursuant to the Offer will, under any circumstances, create any implication that there has been no change in the affairs of Deerfield, Melinta, Purchaser, Tetraphase or any of their respective subsidiaries since the date as of which information is furnished or the date of this Offer to Purchase.**

Melinta Therapeutics, Inc.
Toronto Transaction Corp.
June 12, 2020

**SCHEDULE A**

**INFORMATION CONCERNING MEMBERS OF THE BOARDS OF DIRECTORS AND THE EXECUTIVE OFFICERS OF PURCHASER, MELINTA AND DEERFIELD, AND THE CONTROLLING PERSONS OF THE DEERFIELD FUNDS.**

## 1. Toronto Transaction Corp.

The following table sets forth information about the directors and executive officers of Toronto Transaction Corp. as of June 12, 2020.

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years; Certain Other Information |
|---|---|
| Jennifer Sanfilippo<br>President and Director<br>Citizenship: United States | Ms. Sanfilippo, has served as the Interim Chief Executive Officer of Melinta since August 2019 and, before that, was Senior Vice President and General Counsel of the Melinta since November 2018. Ms. Sanfilippo previously served as Vice President, Corporate Counsel of Melinta since January 2018. From July 2015 to January 2018, Ms. Sanfilippo was Vice President, Commercial Integrity Counsel, Legal at The Medicines Company, which she joined in 2011. |
| Bryan Sendrowski<br>Vice President, Secretary and Director<br>Citizenship: United States | Mr. Sendrowski, a Partner on the External Operations team at Deerfield Management Company, L.P., joined the Firm in 2012. Prior to joining Deerfield, from October 2010 to October 2012, Mr. Sendrowski was Chief Financial Officer of New American Therapeutics. Before New American Therapeutics, from April 2008 to September 2010, he was Chief Financial Officer at Akrimax Pharmaceuticals and Vice President and, from September 2004 to March 2008, Controller of Reliant Pharmaceuticals. He also served from September 1997 to August 2004 as a Senior Manager in the financial statement audit practice of KPMG, LLP. |

The common business address and telephone number for all the directors and executive officers of Purchaser is as follows:

c/o Melinta Therapeutics, Inc., 44 Whippany Rd, Suite 280, Morristown, NJ 07960, Tel: (908) 617-1304.

## 2. Melinta Therapeutics, Inc.

The following table sets forth information about the directors and executive officers of Melinta Therapeutics, Inc. as of June 12, 2020.

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| Jennifer Sanfilippo<br>Interim Chief Executive Officer and Director<br>Citizenship: United States | Ms. Sanfilippo, has served as the Interim Chief Executive Officer of Melinta since August 2019 and, before that, was Senior Vice President and General Counsel of the Melinta since November 2018. Ms. Sanfilippo previously served as Vice President, Corporate Counsel of Melinta since January 2018. From July 2015 to January 2018, Ms. Sanfilippo was Vice President, Commercial Integrity Counsel, Legal at The Medicines Company, which she joined in 2011. |

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| Peter Milligan<br>Chief Financial Officer<br>Citizenship: United States | Mr. Milligan joined Melinta in 2018 as Chief Financial Officer. Prior to joining Melinta, from January 2016 to June 2018 he served as the Chief Financial Officer of G&W Laboratories, a privately held generic pharmaceutical company where he had oversight and leadership of all financial aspects of the company, including financial planning and analysis, accounting, internal control, treasury, and tax. Prior to that he was Senior Vice President and Chief Financial Officer of Exelis, Inc. (NYSE: XLS), a leading global defense and aerospace company effective with its 2011 spin-off from ITT through the sale of the business to Harris Corp in 2015. He also spent over 10 years at AT&T in roles of increasing responsibility within their finance function. |
| Sue Cammarata, M.D.<br>Chief Medical Officer<br>Citizenship: United States | Dr. Cammarata, current Executive Vice President and Chief Medical Officer of Melinta, joined Melinta in 2013. Prior to joining Melinta, Dr. Cammarata served as vice president of clinical research at Shire HGT from October 2010 to October 2013, where she was responsible for clinical development and post approval commitments for novel therapies in rare and orphan diseases. Prior to that, between September 2003 and September 2010, she held several senior positions at Novartis, most recently as vice president and global program head for the company's immunology and infectious disease franchises. |
| Susan Blum<br>Chief Accounting Officer<br>Citizenship: United States | Ms. Blum, the Vice President of Finance & Chief Accounting Officer of Melinta, joined Melinta in 2016. Prior to Melinta, Susan served as Corporate Controller at Textura from January 2013 to January 2016. She also served as Director of External Reporting and Technical Accounting at Orbitz Worldwide, Inc. from January 2011 to January 2013. Prior to Orbitz, Susan spent almost seven years, from January 2004 to November 2010, at Facet Biotech and PDL BioPharma. |
| Sumner Anderson<br>Director<br>Citizenship: United States | Mr. Anderson, a Partner in the Public Structured Finance group at Deerfield Management Company, L.P., joined Deerfield in 2012 as a member of the Pharmaceuticals group. He transitioned to the Public Structured Finance Group in 2019. Mr. Anderson is a board member of Verté Therapeutics, LLC since November, 2018. Mr. Anderson is also a board member the not-for-profit organization, American Overseas Memorial Day Association, since July, 2017. |
| Jonathan Leff<br>Director<br>Citizenship: United States | Mr. Leff, a partner at Deerfield Management Company, L.P. and Chairman of the Deerfield Institute, joined Deerfield in 2013. Mr. Leff currently serves on the board of Larimar Therapeutics and on the boards of several private biopharmaceutical companies. Mr. Leff is also a board member of several not-for-profit organizations, including the Spinal Muscular Atrophy Foundation, Reagan-Udall Foundation for the Food and Drug Administration and the Columbia University Medical Center Board of Advisors. He |

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| | also previously served on the boards of several other publicly-traded biotechnology and pharmaceutical companies, including Proteon Therapeutics, Inc. from 2017 to 2019, AveXis, Inc. from 2014 to 2017 and Nivalis Therapeutics, Inc. from 2014 to 2016, as well as on the boards of a number of other private biopharmaceutical companies. |
| Bryan Sendrowski<br>Director<br>Citizenship: United States | Mr. Sendrowski, a Partner on the External Operations team at Deerfield Management Company, L.P., joined the Firm in 2012. Prior to joining Deerfield, from October 2010 to October 2012, Mr. Sendrowski was Chief Financial Officer of New American Therapeutics. Before New American Therapeutics, from April 2008 to September 2010, he was Chief Financial Officer at Akrimax Pharmaceuticals and Vice President and, from September 2004 to March 2008, Controller of Reliant Pharmaceuticals. He also served from September 1997 to August 2004 as a Senior Manager in the financial statement audit practice of KPMG, LLP. |

The common business address and telephone number for all the directors and executive officers of Melinta is as follows:

44 Whippany Rd, Suite 280, Morristown, NJ 07960, Tel: (844) 633-6568.

**3. Deerfield Management Company, L.P.**

Deerfield Management Company, L.P. is a Delaware series limited partnership (Series C) that serves as the manager of Deerfield Private Design Fund III, L.P., Deerfield Private Design Fund IV, L.P. and other investment funds. The general partner of Deerfield Management is Flynn Management LLC ("Flynn Management"). James E. Flynn is the Managing Member of Flynn Management.

The following table sets forth information about the manager of Flynn Management LLC as of June 12, 2020. Flynn Management is the general partner of Deerfield.

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| James E. Flynn<br>Managing Member<br>Citizenship: United States | Jim joined Deerfield in 2000 and is responsible for the management of the Firm. Under his leadership, Deerfield has built deep healthcare information expertise through the Deerfield Institute; expanded its investment capabilities to include venture and private structured financings; established the Deerfield Foundation to contribute toward the health and welfare of disadvantaged children; created Deerfield Discovery and Development, LLC, which organizes Deerfield's discovery research efforts; and founded a healthcare innovation center at 345 Park Avenue South in New York City.<br><br>Before joining Deerfield, Jim was a top ranked analyst at Furman Selz, covering pharmaceutical and medical device companies. Prior to that, he served as Vice President of Corporate Development of Alpharma Inc., a pharmaceutical company, where his responsibilities included business |

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| | development and strategic planning, and the management of licensing transactions. Jim began his career in healthcare investing at Kidder, Peabody & Co., where he ultimately served as a senior analyst covering the specialty pharmaceutical industry.<br><br>Since 2009, Jim has served as the Chairman of the Quality Committee of the Board of Trustees of Continuum Health Partners until its merger in 2013 with Mount Sinai Health System, where he continues to serve on the Board of Trustees. He is Chairman of the Board of Trustees of the New York Academy of Medicine and is a member of the University of Michigan Life Sciences Institute Leadership Council. Jim holds a B.S. in Cellular and Molecular Biology and Economics from the University of Michigan and a M.S. in Biotechnology from Johns Hopkins University. |

The common business address and telephone number for all the managers and executive officers of Deerfield Management is as follows:

780 Third Avenue, New York, NY 10017, Tel. (212) 551-1600.

**4. Deerfield Private Design Fund III, L.P.**

Deerfield Private Design Fund III, L.P. is a Delaware limited partnership. Deerfield Private Design Fund III, L.P. purchases, holds and sells securities and other investment products. The general partner of Deerfield Private Design Fund III, L.P. is Deerfield Mgmt III, L.P. The general partner of Deerfield Mgmt III, L.P. is J.E. Flynn Capital III, LLC. James E. Flynn is the managing member J.E. Flynn Capital III, LLC.

The following table sets forth information about the managing member of J.E. Flynn Capital III, LLC as of June 12, 2020.

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| James E. Flynn<br>Managing Member<br>Citizenship: United States | Jim joined Deerfield in 2000 and is responsible for the management of the Firm. Under his leadership, Deerfield has built deep healthcare information expertise through the Deerfield Institute; expanded its investment capabilities to include venture and private structured financings; established the Deerfield Foundation to contribute toward the health and welfare of disadvantaged children; created Deerfield Discovery and Development, LLC, which organizes Deerfield's discovery research efforts; and founded a healthcare innovation center at 345 Park Avenue South in New York City.<br><br>Before joining Deerfield, Jim was a top ranked analyst at Furman Selz, covering pharmaceutical and medical device companies. Prior to that, he served as Vice President of Corporate Development of Alpharma Inc., a pharmaceutical company, where his responsibilities included business development and strategic planning, and the management of licensing transactions. Jim began his career in healthcare |

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| | investing at Kidder, Peabody & Co., where he ultimately served as a senior analyst covering the specialty pharmaceutical industry.<br><br>Since 2009, Jim has served as the Chairman of the Quality Committee of the Board of Trustees of Continuum Health Partners until its merger in 2013 with Mount Sinai Health System, where he continues to serve on the Board of Trustees. He is Chairman of the Board of Trustees of the New York Academy of Medicine and is a member of the University of Michigan Life Sciences Institute Leadership Council. Jim holds a B.S. in Cellular and Molecular Biology and Economics from the University of Michigan and a M.S. in Biotechnology from Johns Hopkins University. |

The business address and telephone number for James E. Flynn is as follows:

780 Third Avenue, New York, NY 10017, Tel. (212) 551-1600.

**5. Deerfield Private Design Fund IV, L.P.**

Deerfield Private Design Fund IV, L.P. is a Delaware limited partnership. Deerfield Private Design Fund IV, L.P. purchases, holds and sells securities and other investment products. The general partner of Deerfield Private Design Fund IV, L.P. is Deerfield Mgmt IV, L.P. The general partner of Deerfield Mgmt IV, L.P. is J.E. Flynn Capital IV, LLC. James E. Flynn is the sole member of J.E. Flynn Capital IV, LLC.

The following table sets forth information about the sole J.E. Flynn Capital IV, LLC as of June 12, 2020.

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| James E. Flynn<br>Managing Member<br>Citizenship: United States | Jim joined Deerfield in 2000 and is responsible for the management of the Firm. Under his leadership, Deerfield has built deep healthcare information expertise through the Deerfield Institute; expanded its investment capabilities to include venture and private structured financings; established the Deerfield Foundation to contribute toward the health and welfare of disadvantaged children; created Deerfield Discovery and Development, LLC, which organizes Deerfield's discovery research efforts; and founded a healthcare innovation center at 345 Park Avenue South in New York City.<br><br>Before joining Deerfield, Jim was a top ranked analyst at Furman Selz, covering pharmaceutical and medical device companies. Prior to that, he served as Vice President of Corporate Development of Alpharma Inc., a pharmaceutical company, where his responsibilities included business development and strategic planning, and the management of licensing transactions. Jim began his career in healthcare investing at Kidder, Peabody & Co., where he ultimately served as a senior analyst covering the specialty pharmaceutical industry. |

| Name, Position<br>Country of Citizenship | Present Principal Occupation or Employment; Material Positions Held During the Past Five Years |
|---|---|
| | Since 2009, Jim has served as the Chairman of the Quality Committee of the Board of Trustees of Continuum Health Partners until its merger in 2013 with Mount Sinai Health System, where he continues to serve on the Board of Trustees. He is Chairman of the Board of Trustees of the New York Academy of Medicine and is a member of the University of Michigan Life Sciences Institute Leadership Council. Jim holds a B.S. in Cellular and Molecular Biology and Economics from the University of Michigan and a M.S. in Biotechnology from Johns Hopkins University. |

The business address and telephone number for James E. Flynn is as follows:

780 Third Avenue, New York, NY 10017, Tel. (212) 551-1600.

The Letter of Transmittal, certificates for Shares and any other required documents should be sent by each stockholder of Tetraphase or such stockholder's broker, dealer, commercial bank, trust company or other nominee to the Depositary and Paying Agent as follows:

The Depositary and Paying Agent for the Offer is:


***By Mail:***
American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, NY 11219

***By Overnight Courier:***
American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, NY 11219

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

D.F. King & Co., Inc.
48 Wall Street
New York, NY 10005

**Banks and Brokerage Firms Call: (212) 269-5550**
**Stockholders Call Toll Free: (800) 283-3192**
**ttph@dfking.com**

# LETTER OF TRANSMITTAL

**To Tender Shares of Common Stock**
**of**

# TETRAPHASE PHARMACEUTICALS, INC.

**a Delaware corporation**
**at**

**$1.79 NET PER SHARE IN CASH, PLUS ONE NON-TRANSFERABLE CONTRACTUAL CONTINGENT VALUE RIGHT ("CVR") FOR EACH SHARE, WHICH REPRESENTS THE RIGHT TO RECEIVE ONE OR MORE PAYMENTS IN CASH, CURRENTLY ESTIMATED TO BE UP TO $1.48 PER CVR, CONTINGENT UPON THE ACHIEVEMENT OF CERTAIN MILESTONES AND ASSUMING THE ANTICIPATED MAXIMUM NUMBER OF CVRS ARE ISSUED**

**Pursuant to the Offer to Purchase**
**Dated June 12, 2020**
**by**

# TORONTO TRANSACTION CORP.

**a wholly owned subsidiary of**

# MELINTA THERAPEUTICS, INC.

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON JULY 10, 2020, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.**

*The Depositary and Paying Agent for the Offer is:*

AST

*By Mail:*

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, NY 11219

*By Overnight Courier:*

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, NY 11219

**DESCRIPTION OF SHARES SURRENDERED**

| | Certificated Shares** | | | |
|---|---|---|---|---|
| **Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on certificate(s)) (Attach additional signed list if necessary)** | **Certificate Number(s)*** | **Total Number of Shares Represented by Certificate(s)*** | **Number of Shares Surrendered**** | **Book Entry Shares Surrendered** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Total Shares | | | |

* Need not be completed by book-entry stockholders.

** Unless otherwise indicated, it will be assumed that all shares of common stock represented by certificates described above are being surrendered hereby.

**Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery to the Depositary and Paying Agent (as defined below). You must sign this Letter of Transmittal in the appropriate space provided therefor below, with signature guaranteed, if required, and complete and sign the Internal Revenue Service (the "IRS") Form W-9 included in this Letter of Transmittal, if the stockholder is a United States person. Stockholders who are not United States persons should submit a properly completed and signed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8. Failure to provide the information on IRS Form W-9 or an appropriate IRS Form W-8, as applicable, may subject you to United States federal income tax backup withholding on any payments made to you pursuant to the Offer (as defined below). The instructions set forth in this Letter of Transmittal should be read carefully before you tender any of your Shares (as defined below) into the Offer (as defined below).**

The Offer is being made to all holders of the Shares. Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

This Letter of Transmittal is to be used by stockholders of Tetraphase Pharmaceuticals, Inc. ("Tetraphase") if certificates ("Certificates") for shares of common stock, par value $0.001 per share, of Tetraphase (the "Shares") are to be forwarded herewith or, unless an Agent's Message (as defined in Section 3 of the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to an account maintained by American Stock Transfer & Trust Company, LLC at The Depositary Trust Company ("DTC") (as described in Section 2 of the Offer to Purchase and pursuant to the procedures set forth in Section 3 thereof).

Stockholders whose Certificates are not immediately available, who cannot complete the procedure for book-entry transfer on a timely basis, or who cannot deliver all other required documents to the Depositary and Paying Agent on or prior to the Expiration Date must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase in order to participate in the Offer. Shares tendered by the Notice of Guaranteed Delivery (as defined below) will be excluded from the calculation of the Minimum Condition (as defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary and Paying Agent on or prior to the Expiration Date. See Instruction 2. **Delivery of documents to DTC *does not* constitute delivery to the Depositary and Paying Agent.**

**Additional Information If Certificates Have Been Lost, Destroyed or Stolen, Are Being Delivered By Book-Entry Transfer, or Are Being Delivered Pursuant to a Previous Notice of Guaranteed Delivery**

If Certificates you are tendering with this Letter of Transmittal have been lost, stolen, destroyed or mutilated, you should contact American Stock Transfer & Trust Company, LLC in its capacity as transfer agent (the "Transfer Agent"), toll-free at (800) 937-5449 regarding the requirements for replacement. You may be required to post a bond to secure against the risk that the Certificates may be subsequently recirculated. **You are urged to contact the Transfer Agent immediately in order to receive further instructions, for a determination of whether you will need to post a bond and to permit timely processing of this documentation. See Instruction 11.**

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED HEREWITH.

☐ CHECK HERE IF YOU HAVE LOST YOUR CERTIFICATE(S) AND REQUIRE ASSISTANCE IN OBTAINING REPLACEMENT CERTIFICATE(S). BY CHECKING THIS BOX, YOU UNDERSTAND THAT YOU MUST CONTACT AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC TO OBTAIN INSTRUCTIONS FOR REPLACING LOST CERTIFICATES. SEE INSTRUCTION 11.

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY AND PAYING AGENT WITH DTC AND COMPLETE THE FOLLOWING (NOTE THAT ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN THE SYSTEM OF DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution: _____

DTC Account Number: _____ Transaction Code Number: _____

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND PAYING AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Stockholder(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Eligible Institution that Guaranteed Delivery: _____

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.**
**PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

The undersigned hereby tenders to Toronto Transaction Corp. ("Purchaser"), a Delaware corporation, and a wholly owned subsidiary of Melinta Therapeutics, Inc., a Delaware corporation ("Parent"), the above described shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), pursuant to Purchaser's offer to purchase each outstanding Share that is validly tendered and not validly withdrawn, at a price of $1.79 per Share, net to the seller in cash, without interest and subject to any required withholding of taxes, plus one non-transferable contractual contingent value right per Share (each, a "CVR"), which CVR represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain milestones described in the Offer to Purchase, dated June 12, 2020 (the "Offer to Purchase"), and in this Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase, as each may be amended and supplemented from time to time, collectively constitute the "Offer"), receipt of which is hereby acknowledged.

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of any such extension or amendment), and effective upon acceptance for payment of the Shares tendered herewith and not validly withdrawn on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby (and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the date hereof (collectively, "Distributions")) and irrevocably constitutes and appoints American Stock Transfer & Trust Company, LLC (the "Depositary and Paying Agent") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest in the Shares tendered by this Letter of Transmittal), to (i) deliver Certificates for such Shares (and any and all Distributions) or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by The Depositary Trust Company ("DTC") or otherwise held in book-entry form, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser, (ii) present such Shares (and any and all Distributions) for transfer on the books of Tetraphase and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms and subject to the conditions of the Offer.

By executing this Letter of Transmittal (or taking action resulting in the delivery of an Agent's Message, as defined in Section 3 of the Offer to Purchase), the undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to (i) vote at any annual or special meeting of Tetraphase stockholders or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, (ii) execute any written consent concerning any matter as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to and (iii) otherwise act as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, all of the Shares (and any and all Distributions) tendered hereby and accepted for payment by Purchaser. This appointment will be effective if and when, and only to the extent that, Purchaser accepts such Shares for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for

payment of such Shares, Purchaser or its designees must be able to exercise full voting, consent and other rights with respect to such Shares (and any and all Distributions), including voting at any meeting of Tetraphase stockholders.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer any and all of the Shares tendered hereby (and any and all Distributions) and that, when the same are accepted for payment by Purchaser, Purchaser will acquire good and unencumbered title to such Shares (and such Distributions), free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary and Paying Agent or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all Distributions). In addition, the undersigned shall remit and transfer promptly to the Depositary and Paying Agent for the account of Purchaser all Distributions in respect of any and all of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby or deduct from such purchase price the amount or value of such Distribution as determined by Purchaser in its sole discretion.

All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned hereby acknowledges that delivery of any Certificate shall be effected, and risk of loss and title to such Certificate shall pass, only upon the proper delivery of such Certificate to the Depositary and Paying Agent.

The undersigned understands that the valid tender of Shares pursuant to any of the procedures described in the Offer to Purchase and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Purchaser's acceptance of such Shares for payment will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms and conditions of such extension or amendment). The undersigned recognizes that under certain circumstances set forth in the Offer, Purchaser may not be required to accept for payment any Shares tendered hereby.

The undersigned understands that the CVRs will not be transferable except (i) upon death by will or intestacy; (ii) by instrument to an *inter vivos* or testamentary trust in which the CVRs are to be passed to beneficiaries upon the death of the trustee; (iii) pursuant to a court order; (iv) by operation of law (including a consolidation or merger) or without consideration in connection with the dissolution, liquidation or termination of any corporation, limited liability company, partnership or other entity; (v) in the case of CVRs held in book-entry or other similar nominee form, from a nominee to a beneficial owner (and, if applicable, through an intermediary), in each case as allowable by the DTC; or (v) to Parent or any of its affiliates without consideration. The undersigned further understands that the CVRs will not have any voting or dividend rights, or accrue interest and will not represent any equity or ownership interests in the Purchases, Parent or Tetraphase. The undersigned understands that the CVRs will be registered in the name of the undersigned.

Unless otherwise indicated under "Special Payment Instructions," a check will be issued for the purchase price of all Shares purchased and, if appropriate, Certificates not tendered or accepted for payment in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered" will be returned. Similarly,

unless otherwise indicated under "Special Delivery Instructions," the check for the purchase price of all Shares purchased will be mailed and, if appropriate, any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) will be returned to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, the check for the purchase price of all Shares purchased will be issued and, if appropriate, any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) will be returned in the name(s) of, and deliver such check and, if appropriate, return any Certificates (and any accompanying documents, as appropriate) to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled "Special Payment Instructions," any Shares tendered herewith that are not accepted for payment will be credited by book-entry transfer by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of the Shares so tendered. Subject to the terms of the CVR Agreement (as defined in the Offer to Purchase), please make all payments regarding the CVRs as directed herein for payment of the cash consideration and enter in the CVR register to be maintained by the rights agent pursuant to the CVR Agreement the name(s) and address(es) appearing on the cover page of this Letter of Transmittal for each registered holder. The undersigned recognizes that Purchaser has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name(s) of the registered holder(s) thereof if Purchaser does not accept for payment any of the Shares so tendered.

**SPECIAL PAYMENT INSTRUCTIONS**
**(See Instructions 1, 5, 6 and 7)**

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Certificates not tendered or not accepted for payment are to be issued in the name of someone other than the undersigned.

Issue check and/or certificates to:

Name: _____
**(Please Print)**

Address: _____

_____

_____
**(Include Zip Code)**

_____
**(Taxpayer Identification No. (e.g., Social Security No.))**
**(Also Complete, as appropriate, IRS Form W-9 Included Below)**

**SPECIAL DELIVERY INSTRUCTIONS**
**(See Instructions 1, 5, 6 and 7)**

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Certificates evidencing Shares not tendered or not accepted are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and/or Certificates to:

Name: _____
**(Please Print)**

Address: _____

_____

_____
**(Include Zip Code)**

**IMPORTANT**
**STOCKHOLDER: YOU MUST SIGN BELOW**
**(U.S. Holders: Please complete and return the IRS Form W-9 included below)**
**(Non-U.S. Holders: Please obtain, complete and return appropriate IRS Form W-8)**

_____
**(Signature(s) of Holder(s) of Shares)**

Dated:

Name(s): _____
**(Please Print)**

Capacity (full title) (See Instruction 5): _____

Address: _____
**(Include Zip Code)**

Area Code and Telephone No.: _____

Tax Identification No. (e.g., Social Security No.) (See IRS Form W-9 included below): _____

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by Certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

**Guarantee of Signature(s)**
**(If Required - See Instructions)**

**[Place Stamp Here]**
Authorized Signature _____

Name _____

Name of Firm _____

Address _____

_____
**(Include Zip Code)**

Area Code and Telephone No. _____

Dated: _____ , 2020

**INSTRUCTIONS**
**FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER**

1. *Guarantee of Signatures*. No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Instruction, includes any participant in DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith, unless such registered holder has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of the Securities Transfer Agents Medallion Program or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each, an "Eligible Institution"). In all other cases, including those referred to above, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. *Requirements of Tender*. No alternative, conditional or contingent tenders will be accepted. In order for Shares to be validly tendered pursuant to the Offer, one of the following procedures must be followed:

For Shares held as physical certificates, the Certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary and Paying Agent at one of its addresses set forth on the front page of this Letter of Transmittal before the Expiration Date.

For Shares held in book-entry form, either a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, or an Agent's Message in lieu of this Letter of Transmittal, and any other required documents, must be received by the Depositary and Paying Agent at the appropriate address set forth on the front page of this Letter of Transmittal, and such Shares must be delivered according to the book-entry transfer procedures (as set forth in Section 3 of the Offer to Purchase) and a timely confirmation of a book-entry transfer of Shares into the Depositary and Paying Agent's account at DTC (a "Book-Entry Confirmation") must be received by the Depositary and Paying Agent, in each case before the Expiration Date.

Stockholders whose Certificates are not immediately available, or who cannot complete the procedure for delivery by book-entry transfer prior to the Expiration Date or who cannot deliver all other required documents to the Depositary and Paying Agent prior to the Expiration Date, may tender their Shares by properly completing and duly executing a notice of guaranteed delivery (a "Notice of Guaranteed Delivery") pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, must be received by the Depositary and Paying Agent by the Expiration Date and (iii) Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with this Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees (or, in the case of book-entry transfer of Shares, either this Letter of Transmittal or an Agent's Message in lieu of this Letter of Transmittal), and any other documents required by this Letter of Transmittal, must be received by the Depositary and Paying Agent within two Nasdaq Global Select Market trading days after the date of execution of such Notice of Guaranteed Delivery. A Notice of Guaranteed Delivery may be delivered by overnight courier or mailed to the Depositary and Paying Agent and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by Purchaser. In the case of Shares held through DTC, the Notice of Guaranteed Delivery must be delivered to the Depositary and Paying Agent by a participant by means of the confirmation system of DTC. Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Condition, unless such Shares and other required documents are received by the Depositary and Paying Agent by the Expiration Date.

**The method of delivery of Shares, this Letter of Transmittal and all other required documents, including delivery through DTC, is at the election and risk of the tendering stockholder. Shares will be deemed delivered (and the risk of loss of Certificates will pass) only when actually received by the Depositary and Paying Agent (including, in the case of a book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.**

No fractional Shares will be purchased. By executing this Letter of Transmittal, the tendering stockholder waives any right to receive any notice of the acceptance for payment of Shares.

3. *Inadequate Space*. If the space provided herein is inadequate, Certificate numbers, the number of Shares represented by such Certificates and/or the number of Shares tendered should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (Not Applicable to Stockholders who Tender by Book-Entry Transfer)*. If fewer than all the Shares represented by any Certificate delivered to the Depositary and Paying Agent are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Total Number of Shares Tendered." In such case, a new Certificate for the remainder of the Shares represented by the old Certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by Certificates delivered to the Depositary and Paying Agent will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements.*

(a) *Exact Signatures*. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Certificates without alteration, enlargement or any change whatsoever.

(b) *Joint Holders*. If any of the Shares tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

(c) *Different Names on Certificates*. If any of the Shares tendered hereby are registered in different names on different Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

(d) *Endorsements*. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such Certificates or stock powers must be guaranteed by an Eligible Institution.

(e) *Stock Powers*. If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, Certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the Certificates for such Shares. Signature(s) on any such Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1.

(f) *Evidence of Fiduciary or Representative Capacity*. If this Letter of Transmittal or any Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other legal entity or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Depositary and Paying Agent of the authority of such person so to act must be submitted. Proper evidence of authority includes a power of attorney, a letter of testamentary or a letter of appointment.

6. *Stock Transfer Taxes*. Except as otherwise provided in this Instruction 6, Purchaser or any successor entity thereto will pay all stock transfer taxes with respect to the transfer and sale of any Shares to it pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include U.S. federal income taxes or withholding taxes). If, however, consideration is to be paid to, or if Certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person(s) other than the registered holder(s), or if tendered Certificate(s) for Share(s) are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, Purchaser will not be responsible for any stock transfer or similar taxes (whether imposed on the registered holder(s) or such other person(s) or otherwise) payable on account of the transfer to such other person(s) and no consideration shall be paid in respect of such Share(s) unless evidence satisfactory to Purchaser of the payment of such taxes, or the inapplicability of such taxes, is submitted.

7. *Special Payment and Delivery Instructions*. If a check is to be issued for the purchase price of any Shares tendered by this Letter of Transmittal in the name of, and, if appropriate, Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, any person(s) other than the signer of this Letter of Transmittal or if a check and, if appropriate, such Certificates are to be returned to any person(s) other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

8. *Tax Withholding*. Under U.S. federal income tax laws, the Depositary and Paying Agent may be required to withhold a portion of any payments made to certain stockholders pursuant to the Offer. To avoid such backup withholding, a tendering stockholder that is a United States person (as defined for U.S. federal income tax purposes, a "United States person"), and, if applicable, each other U.S. payee, is required to (a) provide the Depositary and Paying Agent with a correct Taxpayer Identification Number ("TIN") on IRS Form W-9, which is included herein, and to certify, under penalty of perjury, that such number is correct and that such stockholder or payee is not subject to backup withholding of U.S. federal income tax or (b) otherwise establish a basis for exemption from backup withholding. Failure to provide the information on the IRS Form W-9 may subject the tendering stockholder or payee to backup withholding at the applicable rate (currently 24%), and such stockholder or payee may be subject to a penalty imposed by the IRS. See the enclosed IRS Form W-9 and the instructions thereto for additional information.

Certain stockholders or payees (including, among others, corporations) may not be subject to backup withholding. Exempt stockholders or payees that are United States persons should furnish their TIN, check the appropriate box on the IRS Form W-9 and sign, date and return the IRS Form W-9 to the Depositary and Paying Agent in order to avoid backup withholding. A stockholder or other payee that is not a United States person may qualify as an exempt recipient (a) by providing the Depositary and Paying Agent with a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8, signed under penalties of perjury, attesting to such stockholder's or payee's foreign status or (b) by otherwise establishing an exemption. An appropriate IRS Form W-8 may be obtained from the Depositary and Paying Agent or the IRS website (*www.irs.gov*).

Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS if eligibility is established and appropriate procedure is followed.

9. *Irregularities*. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination shall be final and binding on all parties. However, stockholders may challenge Purchaser's determinations in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of its counsel, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in

the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser shall determine. None of Parent, Purchaser, the Depositary and Paying Agent, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

10. *Questions and Requests for Additional Copies*. The Information Agent may be contacted at the address and telephone number set forth on the last page of this Letter of Transmittal for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Purchaser's expense.

11. *Lost, Stolen Destroyed or Mutilated Certificates*. If any Certificate has been lost, stolen, destroyed or mutilated, the stockholder should promptly notify the Transfer Agent toll-free at (800) 937-5449. The stockholder will then be instructed as to the steps that must be taken in order to replace such Certificates. You may be required to post a bond to secure against the risk that the Certificates(s) may be subsequently recirculated. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificates have been followed. **You are urged to contact the Transfer Agent immediately in order to receive further instructions and for a determination of whether you will need to post a bond and to permit timely processing of this documentation.** This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed, mutilated or stolen Certificates have been followed.

**Certificates evidencing tendered Shares, or a Book-Entry Confirmation into the Depositary and Paying Agent's account at DTC, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message (if utilized in lieu of this Letter of Transmittal in connection with a book-entry transfer), and any other documents required by this Letter of Transmittal, must be received before the Expiration Date, or the tendering stockholder must comply with the procedures for guaranteed delivery.**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

u **Go to *www.irs.gov/FormW9* for instructions and the latest information**

**Give form to the requester. Do not send to the IRS.**

**Print or type.** See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) u _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other(see instructions) u

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
___ – ___ – ____

**or**

**Employer identification number**
___ – _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** u **Date** u

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

● An individual who is a U.S. citizen or U.S. resident alien;

● A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

● An estate (other than a foreign estate); or

● A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

● In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

● In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

● In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual**. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| ● Corporation | Corporation |
| ● Individual<br>● Sole proprietorship, or<br>● Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| ● LLC treated as a partnership for U.S. federal tax purposes,<br>● LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>● LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| ● Partnership | Partnership |
| ● Trust/estate | Trust/estate |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

### Exempt payee code.

● Generally, individuals (including sole proprietors) are not exempt from backup withholding.

● Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

● Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

● Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2 - The United States or any of its agencies or instrumentalities

3 - A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities

5 - A corporation

6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7 - A futures commission merchant registered with the Commodity Futures Trading Commission

8 - A real estate investment trust

9 - An entity registered at all times during the tax year under the Investment Company Act of 1940

10 - A common trust fund operated by a bank under section 584(a)

11 - A financial institution

12 - A middleman known in the investment community as a nominee or custodian

13 - A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B - The United States or any of its agencies or instrumentalities

C - A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E - A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G - A real estate investment trust

H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I - A common trust fund as defined in section 584(a)

J - A bank as defined in section 581

K - A broker

L - A trust exempt from tax under section 664 or described in section 4947(a)(1)

M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax- exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

*The Depositary and Paying Agent for the Offer is:*

*By Mail:*

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, NY 11219

*By Overnight Courier:*

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, NY 11219

The Information Agent may be contacted at its address and telephone number listed below for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Purchaser's expense.

*The Information Agent for the Offer is:*

**D.F. King & Co., Inc.**
48 Wall Street
New York, NY 10005

Banks and Brokerage Firms Call: (212) 269-5550
Stockholders Call Toll Free: (800) 283-3192
Email: ttph@dfking.com

**NOTICE OF GUARANTEED DELIVERY**
**For Tender of Shares of Common Stock**
**of**

# TETRAPHASE PHARMACEUTICALS, INC.

**a Delaware corporation**
**at**

**$1.79 NET PER SHARE IN CASH, PLUS ONE NON-TRANSFERABLE CONTRACTUAL CONTINGENT VALUE RIGHT ("CVR") FOR EACH SHARE, WHICH REPRESENTS THE RIGHT TO RECEIVE ONE OR MORE PAYMENTS IN CASH, CURRENTLY ESTIMATED TO BE UP TO $1.48 PER CVR, CONTINGENT UPON THE ACHIEVEMENT OF CERTAIN MILESTONES AND ASSUMING THE ANTICIPATED MAXIMUM NUMBER OF CVRS ARE ISSUED**

**Pursuant to the Offer to Purchase**

**Dated June 12, 2020**
**by**

# TORONTO TRANSACTION CORP.

**a wholly owned subsidiary of**

# MELINTA THERAPEUTICS, INC.

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M. EASTERN TIME ON JULY 10, 2020 UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.**

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if (i) certificates representing shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), are not immediately available, (ii) the procedure for book-entry transfer cannot be completed prior to the expiration of the Offer or (iii) time will not permit all required documents to reach American Stock Transfer & Trust Company, LLC (the "Depositary and Paying Agent") prior to the expiration of the Offer. This Notice of Guaranteed Delivery may be delivered by overnight courier or mailed to the Depositary and Paying Agent. See Section 3 of the Offer to Purchase (as defined below).

*The Depositary and Paying Agent for the Offer is:*


*By Mail:*

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, NY 11219

*By Overnight Courier:*

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, NY 11219

The above number is for confirmation of facsimiles only. Do NOT call this number for questions on the Offer. All questions on the Offer should be directed to the Information Agent listed in the Offer to Purchase.

**DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.**

**THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION (AS DEFINED IN SECTION 3 OF THE OFFER TO PURCHASE) UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE APPROPRIATE LETTER OF TRANSMITTAL.**

**The Eligible Institution that completes this Notice of Guaranteed Delivery must communicate the guarantee to the Depositary and Paying Agent and must deliver the Letter of Transmittal (as defined below) or an Agent's Message (as defined in Section 3 of the Offer to Purchase) and certificates for Shares (or Book-Entry Confirmation, as defined in Section 3 of the Offer to Purchase) to the Depositary and Paying Agent within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.**

Ladies and Gentlemen:

The undersigned hereby tenders to Toronto Transaction Corp., a Delaware corporation and a wholly owned subsidiary of Melinta Therapeutics, Inc., a Delaware corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated June 12, 2020 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and the related Letter of Transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer"), receipt of which is hereby acknowledged, the number of Shares specified below, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Condition (as defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary and Paying Agent by the expiration date of the Offer.

Number of Shares and Certificate No.(s):
(if available)

☐ Check here if Shares will be tendered by book-entry transfer.

Name of Tendering Institution: _____

DTC Account Number: _____

Dated: _____

Name(s) of Record Holder(s):

_____

_____

**(Please type or print)**

Address(es): _____

**(Zip Code)**

Area Code and Tel. No.: _____

**(Daytime telephone number)**

Signature(s): _____

**Notice of Guaranteed Delivery**

**GUARANTEE**
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution, hereby (i) represents that the tender of Shares effected hereby complies with Rule 14e-4 under the Securities Exchange Act of 1934, as amended, and (ii) within two Nasdaq Global Select Market trading days after the date hereof, (A) guarantees delivery to the Depositary and Paying Agent, at one of its addresses set forth above, of certificates representing the Shares tendered hereby, in proper form for transfer, together with a properly completed and duly executed Letter of Transmittal and any other documents required by the Letter of Transmittal or (B) guarantees a Book-Entry Confirmation of the Shares tendered hereby into the Depositary and Paying Agent's account at The Depository Trust Company (pursuant to the procedures set forth in Section 3 of the Offer to Purchase), together with a properly completed and duly executed Letter of Transmittal, or an Agent's Message (defined in Section 3 of the Offer to Purchase) in lieu of such Letter of Transmittal, and any other documents required by the Letter of Transmittal.

Name of Firm: _____

Address: _____
**(Zip Code)**

Area Code and Telephone No.: _____
**(Authorized Signature)**

Name: _____
**(Please type or print)**

Title: _____
Date:

**NOTE: DO NOT SEND CERTIFICATES REPRESENTING TENDERED SHARES WITH THIS NOTICE. CERTIFICATES REPRESENTING TENDERED SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.**

**Offer To Purchase For Cash**
**All Outstanding Shares of Common Stock**
**of**

# TETRAPHASE PHARMACEUTICALS, INC.

**a Delaware corporation**
**at**
**$1.79 NET PER SHARE IN CASH, PLUS ONE NON-TRANSFERABLE CONTRACTUAL CONTINGENT VALUE RIGHT ("CVR") FOR EACH SHARE, WHICH REPRESENTS THE RIGHT TO RECEIVE ONE OR MORE PAYMENTS IN CASH, CURRENTLY ESTIMATED TO BE UP TO $1.48 PER CVR, CONTINGENT UPON THE ACHIEVEMENT OF CERTAIN MILESTONES AND ASSUMING THE ANTICIPATED MAXIMUM NUMBER OF CVRS ARE ISSUED**

**Pursuant to the Offer to Purchase**

**Dated June 12, 2020**
**by**

# TORONTO TRANSACTION CORP.

**a wholly owned subsidiary of**

# MELINTA THERAPEUTICS, INC.

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M. EASTERN TIME ON JULY 10, 2020 UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.**

**June 12, 2020**

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Toronto Transaction Corp., a Delaware corporation ("Purchaser"), a wholly owned subsidiary of Melinta Therapeutics, a Delaware corporation ("Parent"), to act as Information Agent in connection with Purchaser's Offer to Purchase, dated June 12, 2020 (the "Offer to Purchase") subject to certain conditions, including the satisfaction of the Minimum Condition, as defined in the Offer to Purchase, any and all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), at a price of $1.79 per Share, net to the holder in cash, without interest and subject to any withholding of taxes, plus one non-transferable contractual contingent value right per Share (each, a "CVR"), which CVR represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain milestones (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, and the related Letter of Transmittal (the "Letter of Transmittal" and which, together with the Offer to Purchase, each as may be amended or supplemented from time to time, constitute the "Offer") enclosed herewith.

**The Offer is not subject to any financing condition. The conditions to the Offer are described in Section 13 of the Offer to Purchase.**

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;

2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9;

3. A Notice of Guaranteed Delivery to be used to accept the Offer if Shares and all other required documents cannot be delivered to American Stock Transfer & Trust Company, LLC (the "Depositary and Paying Agent") by the expiration of the Offer or if the procedure for book-entry transfer cannot be completed by the expiration of the Offer (the "Notice of Guaranteed Delivery");

4. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

5. A return envelope addressed to the Depository and Paying Agent for your use only.

**We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at one minute after 11:59 p.m., Eastern Time, on July 10, 2020, unless the Offer is extended or earlier terminated.**

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of June 12, 2020 (together with any amendments or supplements thereto, the "Merger Agreement"), among Tetraphase, Parent and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Tetraphase, without a meeting of Tetraphase's stockholders in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), and Tetraphase will be the surviving corporation and a wholly owned subsidiary of Parent (such merger, the "Merger"). The obligations of Melinta under the Merger Agreement have been guaranteed by Deerfield Private Design Fund III, L.P., a Delaware limited partnership ("DP III"), and Deerfield Private Design Fund IV, L.P., a Delaware limited partnership ("DP IV"), pursuant to a guarantee agreement, dated as of June 4, 2020, by and among Melinta, DP III and DP IV. At the effective time of the Merger, all then outstanding Shares (other than (i) Shares held by Tetraphase (or held in Tetraphase's treasury), (ii) Shares held by Parent, Purchaser or any other direct or indirect wholly owned subsidiary of Parent and (iii) Shares held by stockholders immediately prior to the effective time of the Merger who have properly exercised and perfected their demands for appraisal of such Shares in accordance with the DGCL and have neither effectively withdrawn nor lost such rights to appraisal and payment) will be converted into the right to receive consideration equal to the Offer Price, without interest and subject to any withholding of taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase.

For Shares to be properly tendered pursuant to the Offer, (a) the share certificates or confirmation of receipt of such Shares under the procedure for book-entry transfer, together with a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or, in the case of book-entry transfer, either such Letter of Transmittal or an Agent's Message (as defined in Section 3 of the Offer to Purchase) in lieu of such Letter of Transmittal, and any other documents required in the Letter of Transmittal, must be timely received by the Depositary and Paying Agent, or (b) the tendering stockholder must comply with the guaranteed delivery procedures, all in accordance with the Offer to Purchase and the Letter of Transmittal. You may gain some additional time by making use of the Notice of Guaranteed Delivery. **Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Condition, unless such Shares and other required documents are received by the Depositary and Paying Agent by the Expiration Date (as defined in Section 1 of the Offer to Purchase)**.

Except as set forth in the Offer to Purchase, Purchaser will not pay any fees or commissions to any broker or dealer or other person, other than to us, as the information agent, and American Stock Transfer & Trust Company, LLC as the depositary and paying agent, for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for customary mailing and handling expenses incurred by them in forwarding the offering material to

their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the undersigned at the address and telephone numbers set forth below.

Very truly yours,

D.F. King & Co., Inc.

**Nothing contained herein or in the enclosed documents shall render you the agent of Parent, Purchaser, the Information Agent or the Depositary and Paying Agent or any affiliate of any of them or authorize you or any other person to use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.**

***The Information Agent for the Offer is:***

D.F. King & Co., Inc.
48 Wall Street
New York, NY 10005

**Banks and Brokerage Firms Call: (212) 269-5550**
**Stockholders Call Toll Free: (800) 283-3192**
**Email: ttph@dfking.com**

**Offer To Purchase For Cash**
**All Outstanding Shares of Common Stock**
**of**

# TETRAPHASE PHARMACEUTICALS, INC.

**a Delaware corporation**
**at**
**$1.79 NET PER SHARE IN CASH, PLUS ONE NON-TRANSFERABLE CONTRACTUAL CONTINGENT VALUE RIGHT ("CVR") FOR EACH SHARE, WHICH REPRESENTS THE RIGHT TO RECEIVE ONE OR MORE PAYMENTS IN CASH, CURRENTLY ESTIMATED TO BE UP TO $1.48 PER CVR, CONTINGENT UPON THE ACHIEVEMENT OF CERTAIN MILESTONES AND ASSUMING THE ANTICIPATED MAXIMUM NUMBER OF CVRS ARE ISSUED**

**Pursuant to the Offer to Purchase**

**Dated June 12, 2020**
**by**

# TORONTO TRANSACTION CORP.

**a wholly owned subsidiary of**

# MELINTA THERAPEUTICS, INC.

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M. EASTERN TIME ON JULY 10, 2020 UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.**

**June 12, 2020**

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated June 12, 2020 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, constitute, the "Offer") in connection with the offer by Toronto Transaction Corp., a Delaware corporation ("Purchaser"), a wholly owned subsidiary of Melinta Therapeutics, Inc., a Delaware corporation ("Parent"), to purchase, subject to certain conditions, including the satisfaction of the Minimum Condition, as defined in the Offer to Purchase, any and all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), at a price of $1.79 per Share, net to the holder in cash, without interest and subject to any withholding of taxes, plus one non-transferable contractual contingent value right per Share (each, a "CVR"), which CVR represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain milestones (the "Offer Price"), upon the terms and subject to the conditions of the Offer.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

**We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.**

Please note carefully the following:

1. The offer price for the Offer is $1.79 per Share, net to you in cash, without interest and subject to any withholding of taxes, plus one non-transferable contractual contingent value right per Share, which represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain specified milestones, upon the terms and subject to the conditions of the Offer.

2. The Offer is being made for all outstanding Shares.

3. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of June 4, 2020 (together with any amendments or supplements thereto, the "Merger Agreement"), among Tetraphase, Parent and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Tetraphase, without a meeting of Tetraphase's stockholders in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), and Tetraphase will be the surviving corporation and a direct wholly-owned subsidiary of Parent (such merger, the "Merger"). The payment obligations of Melinta under the Merger Agreement have been guaranteed by Deerfield Private Design Fund III, L.P., a Delaware limited partnership ("DP III"), and Deerfield Private Design Fund IV, L.P., a Delaware limited partnership ("DP IV"), pursuant to a guarantee agreement, dated as of June 4, 2020, by and among Melinta, DP III and DP IV. At the effective time of the Merger, all then outstanding Shares (other than (i) Shares held by Tetraphase (or held in Tetraphase's treasury), (ii) Shares held by Parent, Purchaser or any other direct or indirect wholly-owned subsidiary of Parent and (iii) Shares held by stockholders immediately prior to the effective time of the Merger who have properly exercised and perfected their demands for appraisal of such Shares in accordance with the DGCL and have neither effectively withdrawn nor lost such rights to appraisal and payment) will be converted into the right to receive consideration equal to the Offer Price, without interest and subject to any withholding of taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase.

4. The Offer and withdrawal rights will expire at one minute after 11:59 p.m., Eastern Time, on July 10, 2020, unless the Offer is extended by Purchaser or earlier terminated.

5. The Offer is not subject to any financing condition. The Offer is subject to the conditions described in Section 13 of the Offer to Purchase.

6. Tendering stockholders who are record owners of their Shares and who tender directly to American Stock Transfer & Trust Company, LLC, the depositary and paying agent for the Offer, will not be obligated to pay brokerage fees, commissions or similar expenses or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer.

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

**Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Expiration Date.**

The Offer is being made to all holders of Shares. Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

**INSTRUCTION FORM**
**With Respect to the Offer to Purchase for Cash**
**All Outstanding Shares of Common Stock**
**of**

# TETRAPHASE PHARMACEUTICALS, INC.

**a Delaware corporation**
**at**

**$1.79 NET PER SHARE IN CASH, PLUS ONE NON-TRANSFERABLE CONTRACTUAL CONTINGENT VALUE RIGHT ("CVR") FOR EACH SHARE, WHICH REPRESENTS THE RIGHT TO RECEIVE ONE OR MORE PAYMENTS IN CASH, CURRENTLY ESTIMATED TO BE UP TO $1.48 PER CVR, CONTINGENT UPON THE ACHIEVEMENT OF CERTAIN MILESTONES AND ASSUMING THE ANTICIPATED MAXIMUM NUMBER OF CVRS ARE ISSUED**

**Pursuant to the Offer to Purchase dated June 12, 2020**
**by**

# TORONTO TRANSACTION CORP.

**a wholly owned subsidiary of**

# MELINTA THERAPEUTICS, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated June 12, 2020 ("Offer to Purchase"), and the related Letter of Transmittal ("Letter of Transmittal" and which, together with the Offer to Purchase, each as may be amended or supplemented from time to time, constitute, the "Offer"), in connection with the offer by Toronto Transaction Corp., a Delaware corporation ("Purchaser"), a wholly owned subsidiary of Melinta Therapeutics, Inc., a Delaware corporation, to purchase, subject to certain conditions, including the satisfaction of the Minimum Condition, as defined in the Offer to Purchase, any and all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation, at a price of $1.79 per Share, net to the holder in cash, without interest and subject to any withholding of taxes, plus one non-transferable contractual contingent value right per Share (each, a "CVR"), which CVR represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain milestones, upon the terms and subject to the conditions of the Offer.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to validity, form and eligibility of the surrender of any certificate representing Shares submitted on my behalf will be determined by Purchaser and such determination shall be final and binding.

**ACCOUNT NUMBER:**

**NUMBER OF SHARES BEING TENDERED HEREBY: SHARES***

**The method of delivery of this document is at the election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery by the Expiration Date (as defined in the Offer to Purchase).**

Dated: _____

_____
**Signature(s)**

_____
**Please Print Name(s)**

Address: _____
**(Include Zip Code)**

Area code and Telephone no. _____

Tax Identification or Social Security No. _____

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely pursuant to the Offer to Purchase, dated June 12, 2020, and the related Letter of Transmittal, and any amendments or supplements to such Offer to Purchase or Letter of Transmittal. Purchaser (as defined below) is not aware of any state where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares pursuant thereto, Purchaser will make a good faith effort to comply with that state statute or seek to have such statute declared inapplicable to the Offer. If, after a good faith effort, Purchaser cannot do so, Purchaser will not make the Offer to, nor will tenders be accepted from or on behalf of, the holders of Shares in that state. Except as set forth above, the Offer is being made to all holders of Shares. In any jurisdiction where the securities, "blue sky" or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

**Notice of Offer to Purchase**
**All Outstanding Shares of Common Stock**
**of**

# Tetraphase Pharmaceuticals, Inc.

**at**
**$1.79 Net Per Share In Cash, Plus One Non-Transferable Contractual Contingent Value Right ("CVR") For Each Share, Which Represents The Right To Receive One Or More Payments In Cash, Currently Estimated To Be Up To $1.48 per CVR, Contingent Upon The Achievement Of Certain Milestones and Assuming the Anticipated Maximum Number of CVRs are Issued**
**Pursuant to the Offer to Purchase dated June 12, 2020**
**by**

# Toronto Transaction Corp.

**a wholly owned subsidiary of**

# Melinta Therapeutics, Inc.

Toronto Transaction Corp., a Delaware corporation ("Purchaser"), is offering to purchase all outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase" or the "Company"), at a price per Share of $1.79, net to the holder in cash, without interest (the "Cash Amount"), plus one non-transferable contractual contingent value right per Share (each, a "CVR"), which CVR represents the right to receive one or more payments in cash, currently estimated to be up to $1.48 per CVR, assuming the anticipated maximum number of CVRs are issued and contingent upon the achievement of certain milestones (each, a "CVR," and each CVR together with the Cash Amount, the "Offer Price") upon the terms and subject to the conditions described in the Offer to Purchase, dated June 12, 2020 (together with any amendments or supplements thereto, the "Offer to Purchase"), and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer"). Purchaser is a wholly owned subsidiary of Melinta Therapeutics, Inc. ("Melinta"), a Delaware corporation. Deerfield Private Design Fund III, L.P., a Delaware limited partnership ("DP III"), and Deerfield Private Design Fund IV, L.P., a Delaware limited partnership ("DP IV" and, together with DP III, the "Deerfield Funds") are managed by Deerfield Management Company, L.P., a Delaware series limited partnership (Series C) ("Deerfield Management" and, together with the Deerfield Funds, "Deerfield").

Prior to Purchaser accepting Shares tendered in the Offer for payment, Melinta and a rights agent mutually agreeable to Melinta and Tetraphase will enter into a CVR Agreement (the "CVR Agreement") governing the terms of the CVRs to be received by Tetraphase's stockholders. Each CVR represents the right to receive one or more payments in cash, without interest and less any applicable withholding taxes, currently estimated to be up

to $1.48 per CVR, contingent upon the achievement of certain annual net sales of XERAVA (as described below) between 2021 and 2024 (each a "Milestone" and, collectively, the "Milestones"). The Milestones are independent of each other, and payment upon achievement of any specific Milestone is not dependent upon achievement of any prior Milestone. The maximum amount that may be paid upon achievement of any or all of the Milestones is $16.0 million. If none of the Milestones above are achieved, no payment will become payable to holders of the CVRs. It is possible that none of the Milestones will be achieved, in which case holders of the CVRs will receive only the Cash Amount per Share and no payments with respect to the CVRs. It is also possible that only one or two of the Milestones will be achieved, in which case holders of the CVRs will receive only the Cash Amount per Share and the cash payments with respect to only those Milestones that have been achieved. It is currently anticipated that up to an aggregate of 10,793,692 CVRs will be issued as part of the consideration for each of the issued and outstanding Shares, each outstanding Tetraphase restricted stock unit, each outstanding Tetraphase performance-vested restricted stock unit and certain outstanding pre-funded warrants of the Company.

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of June 4, 2020 (together with any amendments or supplements thereto, the "Merger Agreement"), among Tetraphase, Melinta and Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Tetraphase, and Tetraphase will be the surviving corporation and a wholly owned subsidiary of Melinta (such merger, the "Merger"). The obligations of Melinta under the Merger Agreement have been guaranteed by the Deerfield Funds, pursuant to a guarantee agreement, dated as of June 4, 2020, by and among Melinta, DP III and DP IV. At the effective time of the Merger, each Share issued and then outstanding (other than (i) Shares held by Tetraphase (or held in Tetraphase's treasury), (ii) Shares held by Melinta, Purchaser or any other direct or indirect wholly owned subsidiary of Melinta and (iii) Shares held by stockholders immediately prior to the effective time of the Merger who have properly exercised and perfected their demands for appraisal of such Shares in accordance with the General Corporation Law of the State of Delaware ("DGCL") and have neither effectively withdrawn nor lost such rights to appraisal and payment) will be canceled and converted automatically into the right to receive the Offer Price. As a result of the Merger, Tetraphase will cease to be a publicly-traded company and will become wholly owned by Melinta. Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares. The parties to the Merger Agreement have agreed that, upon the terms and subject to the conditions specified in the Merger Agreement, the Merger will become effective as soon as practicable after the consummation of the Offer, without a meeting of Tetraphase's stockholders to adopt the Merger Agreement, in accordance with Section 251(h) of the DGCL. Accordingly, if the Offer is consummated, Purchaser does not anticipate seeking the approval of Tetraphase's remaining public stockholders before effecting the Merger. The Merger Agreement is more fully described in the Offer to Purchase.

Tendering stockholders who have Shares registered in their names and who tender directly to American Stock Transfer & Trust Company, LLC (the "Depositary and Paying Agent") will not be obligated to pay brokerage fees or commissions or, except as set forth in the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker or bank should consult with such institution as to whether it charges any service fees or commissions.

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON JULY 10, 2020 (SUCH DATE, OR ANY SUBSEQUENT DATE TO WHICH THE EXPIRATION OF THE OFFER IS EXTENDED, THE "EXPIRATION DATE"), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.**

The Offer is conditioned upon, among other things, the Merger Agreement not having been terminated in accordance with its terms and the satisfaction of the Minimum Condition (as described below). The Offer is not subject to a financing condition. The "Minimum Condition" requires that the number of Shares validly tendered and not validly withdrawn, together with any Shares then beneficially owned by Melinta and its subsidiaries, equals one Share more than 50% of the total number of Shares outstanding at the time of the expiration of the Offer (excluding Shares tendered in the Offer pursuant to guaranteed delivery procedures that have not yet been "received" (as such term is defined in Section 251(h)(6)(f) of the DGCL)). The Offer is also subject to other

conditions as described in the Offer to Purchase (collectively, the "Offer Conditions"). See Section 13 - "Conditions of the Offer" of the Offer to Purchase. For purposes of determining whether the Minimum Condition has been met, holders of approximately 20% of the outstanding voting power of Tetraphase have entered into support agreements and have agreed, among other things, subject to certain exceptions, to tender his Shares.

**After careful consideration, the Tetraphase board of directors has, subject to the terms and upon the conditions set forth in the Merger Agreement, unanimously: (i) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are fair to, and in the best interest of, Tetraphase and its stockholders, (ii) declared it advisable to enter into the Merger Agreement, (iii) approved the execution, delivery and performance by Tetraphase of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Offer and the Merger, (iv) resolved that the Merger shall be effected under Section 251(h) of the DGCL, and (v) resolved to recommend that the stockholders of Tetraphase accept the Offer and tender their Shares to Purchaser pursuant to the Offer.**

The Merger Agreement contains provisions to govern the circumstances in which Purchaser is required or permitted to extend the Offer and in which Melinta is required to cause Purchaser to extend the Offer. Specifically, the Merger Agreement provides that (i) if, as of the then-scheduled Expiration Date, any Offer Condition is not satisfied (unless such condition is waivable by Purchaser or Melinta and has been waived), Purchaser may, in its discretion (and without the consent of Tetraphase or any other Person), extend the Offer for additional periods of up to 10 business days per extension to permit such Offer Condition to be satisfied and (ii) if, as of the then-scheduled Expiration Date, any Offer Condition is not satisfied (unless such condition is waivable by Purchaser or Melinta and has been waived), at the request of Tetraphase, Purchaser shall (and Melinta shall cause Purchaser to) extend the Offer for additional periods specified by Tetraphase of up to 10 business days per extension (or such other period as the parties may agree) to permit such Offer Condition to be satisfied. Notwithstanding the foregoing, in no event will Melinta or Purchaser (i) be required to extend the Offer beyond the earlier to occur of (x) August 18, 2020 (such date, including as it may be extended pursuant to the terms of the Merger Agreement, the "End Date") and (y) the earlier termination of the Merger Agreement (the "Extension Deadline") or (ii) be permitted to extend the Offer beyond the Extension Deadline without Tetraphase's prior written consent.

The purpose of the Offer and the Merger is for Melinta and its affiliates, through Purchaser, to acquire control of, and the entire equity interest in, Tetraphase. Following the consummation of the Offer, subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, Melinta and Purchaser intend to effect the Merger. No appraisal rights are available to holders of Shares in connection with the Offer. However, if the Merger is consummated, a stockholder of Tetraphase that has not tendered its Shares in the Offer will have rights under Section 262 of the DGCL to dissent from the Merger and demand appraisal of, and obtain payment in cash for the "fair value" of, that stockholder's Shares.

Purchaser expressly reserves the right to (i) increase the Offer Price (by increasing the Cash Amount and/or the amounts that may become payable pursuant to the CVR Agreement), (ii) add additional milestones solely with respect to additional milestone payments to the CVR Agreement, (iii) waive any Offer Condition and (iv) modify any of the other terms and conditions of the Offer that are not inconsistent with the Merger Agreement. However, without the consent of Tetraphase, Melinta and Purchaser are not permitted to (i) reduce the Offer Price or increase the Offer Price by an increment of less than $0.05 per share, (ii) change the form of consideration payable in the Offer (other than increasing the Offer Price as expressly contemplated by the Merger Agreement), (iii) reduce the number of Shares sought to be purchased in the Offer, (iv) waive, amend or change the Minimum Condition or the condition requiring the Merger Agreement to have not been validly terminated in accordance with its terms, (v) add to the Offer Conditions (vi) extend the Expiration Date except as provided in the Merger Agreement, (vii) provide any "subsequent offering period" (or any extension thereof) within the meaning of Rule 14d-11 under the Securities Exchange Act of 1934, or (viii) modify any Offer Condition or any term of the Offer set forth in the Merger Agreement in a manner adverse to the holders of Shares or that would, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the consummation of the Offer or prevent, materially delay or impair the ability of Melinta or Purchaser to consummate the Offer, the Merger or the other transactions contemplated by the Merger Agreement.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered, and not properly withdrawn, prior to the expiration of the Offer if and when Purchaser gives oral or written notice to the Depositary and Paying Agent of Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the aggregate Offer Price for such Shares with the Depositary and Paying Agent, which will act as paying agent for the tendering stockholders for the purpose of receiving payments from Purchaser and transmitting such payments to the tendering stockholders. **Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares.**

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary and Paying Agent of (a) certificates for such Shares ("Share Certificates") or timely confirmation of the book-entry transfer of such Shares ("Book-Entry Confirmations") into the Depositary and Paying Agent's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the Offer to Purchase, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary and Paying Agent.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the expiration of the Offer and, unless theretofore accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after August 11, 2020, which is the 60th day after the date of the commencement of the Offer.

For a withdrawal of Shares to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary and Paying Agent at its address set forth on the back cover of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the record holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares and must otherwise comply with DTC's procedures. If certificates representing the Shares to be withdrawn have been delivered or otherwise identified to the Depositary and Paying Agent, the name of the registered holder and the serial numbers shown on such certificates must also be furnished to the Depositary and Paying Agent as aforesaid prior to the physical release of such certificates.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion, which determination shall be final and binding, subject to the rights of tendering stockholders to challenge Purchaser's determination in a court of competent jurisdiction. No withdrawal of tendered Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Melinta, Purchaser or any of their respective affiliates or assigns, the Depositary and Paying Agent, the Information Agent (listed below), or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tendered Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by following one of the procedures for tendering Shares described in the Offer to Purchase at any time prior to the expiration of the Offer.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 under the Securities and Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

Tetraphase has provided Purchaser with Tetraphase's stockholder list and securities position listings for the purpose of disseminating the holders of Shares information regarding the Offer. The Offer to Purchase and related Letter of Transmittal will be mailed to record holders of Shares whose names appear on Tetraphase's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The receipt of cash and CVRs in exchange for Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. The amount of gain or loss a U.S. holder recognizes, and the timing and potentially character of a portion of such gain or loss, depends on the U.S. federal income tax treatment of the CVRs, with respect to which there is a significant amount of uncertainty. The installment method of reporting any gain attributable to receipt of a CVR generally will not be available with respect to the disposition of Shares pursuant to the Offer or the Merger because the Shares are traded on an established securities market. Stockholders should consult with their tax advisors as to the particular tax consequences of the Offer and the Merger to them. For a more complete description of the principal U.S. federal income tax consequences of the Offer and the Merger, see the Offer to Purchase.

**The Offer to Purchase, the related Letter of Transmittal and Tetraphase's Solicitation/Recommendation Statement on Schedule 14D-9 (which contains the recommendation of the Tetraphase board of directors and the reasons therefor) contain important information and should be read carefully and in their entirety before any decision is made with respect to the Offer.**

Questions and requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth below. Requests for copies of the Offer to Purchase and the related Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be directed to the Information Agent or to brokers, dealers, commercial banks or trust companies. Such copies will be furnished promptly at Purchaser's expense. Except as set forth in the Offer to Purchase, neither Purchaser nor Melinta will pay any fees or commissions to any broker or dealer or any other person for soliciting tenders of Shares pursuant to the Offer.

*The Information Agent for the Offer is:*
D.F. King & Co., Inc.
48 Wall Street
New York, New York 10005
**Shareholders may call toll free: (800) 283-3192**
**Banks and Brokers may call collect: (212) 269-5550**
**Email: ttph@dfking.com**

June 12, 2020

**Exhibit (b)(1)**

**FORM OF**
**UNSECURED MULTI-DRAW PROMISSORY NOTE**

Maximum Principal Amount:
$[39,000,000]

Dated: __, 2020

Each of Toronto Transaction Corporation, a Delaware corporation ("Buyer"), and Melinta Therapeutics, Inc., a Delaware Corporation ("Melinta") (Buyer and Melinta are hereinafter referred to collectively, jointly and severally, as the "Borrowers" and individually as a "Borrower"), for value received, hereby promises to pay to each of the lenders identified on Annex I hereto, or their respective registered assignees (each a "Holder" and collectively the "Holders"), such Holder's pro rata share of the aggregate principal amount of [thirty-nine] Million and 00/100 Dollars ($[39],000,000.00) (or, if less, the pro rata share of such lesser amount as may be advanced hereunder from time to time) (the "Original Principal Amount"), together with interest calculated thereon from the date hereof, in accordance with the provisions of this instrument (this "Note"). For purposes of this Note, the term "Principal Balance" shall mean an amount equal to (a) the Original Principal Amount minus (b) all payments of principal made by the Borrowers from time to time pursuant to the terms of this Note.

1. Advances; Payment of Interest.

(a) So long as no Default Event (as defined below) has occurred and is continuing, the Borrowers may from time to time during the term of this Note borrow advances (each, an "**Advance**"), subject to all of the limitations, terms and conditions of this Note; provided however, that the total outstanding principal borrowings under this Note shall not at any time exceed the Maximum Principal Amount stated above. Once borrowed, Borrowers may not repay Advances, in whole or in part, and reborrow. The Borrowers shall request each Advance by written notice signed by the Borrowers to the Agent (each, a "**Notice of Advance**") given no later than 12:00 noon (prevailing Mountain time) on the date which is two business days prior to the proposed Advance (or such shorter period as the Agent may agree). As an accommodation to Borrowers, Agent may permit telephonic, electronic, or facsimile requests for an Advance and electronic or facsimile transmittal of instructions, authorizations, agreements or reports to Agent by Borrowers.

(b) Interest Rate. Interest shall accrue on the principal amount outstanding under this Note from time to time from (and including) the date hereof to (but excluding) the date all principal outstanding hereunder is paid in full at a fixed rate of eight percent (8.00%) per annum of cash interest.

(c) Interest Computation. Interest shall be computed by dividing the applicable yearly rate of interest by 360 and applying the resulting rate to the applicable outstanding principal amount for the actual number of days such principal amount is outstanding, including any days during which the time for payment of such principal is extended, including without limitation, extensions by reason of days which are not Business Days. Whenever any payment to be made hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of interest which is due and payable.

(d) Default Rate. Notwithstanding any other provisions of this Note, in the event that on any date upon which any payment is due hereunder, if (a) such payment is prohibited by the terms of the Loan Agreement (defined below) and for so long as such prohibition continues, or (b) an Event of Default has occurred and is continuing (each a "Default Event"), then for so long as such Default Event exists and is continuing, the interest rate applicable to the Principal Balance shall increase immediately by two percent (2%) per annum above the rate of interest otherwise applicable hereunder.

2. Payment. All payments to be made to the Holders of this Note shall be made by wire transfer to the Holders in lawful money of the United States of America in same-day funds to the accounts designated by the Holders. If any payment hereunder becomes due and payable on a day other than a business day, the maturity thereof will be extended to the next succeeding business day. Interest shall accrue on any payment due under this Note until such time as payment therefor is actually delivered to the Holders. Any payment received by the Holders of this Note after 5:00 p.m. (Eastern Standard time) on any day will be deemed to have been received on the next business day following.

3. Maturity Date. The entire outstanding Principal Balance and all accrued and unpaid interest hereunder shall be immediately due and payable in full in cash on the earlier of (i) the date upon which the obligations hereunder are accelerated pursuant to Section 5 hereof and (ii) [the date that is two years from the date hereof] (such date, being the "Maturity Date").

4. Prepayment. The Borrowers, at their option, may prepay all or any portion of the Principal Balance of this Note at any time. Each prepayment made pursuant to this Section 4 shall be accompanied by the payment of accrued and unpaid interest to the date of such payment on the amount prepaid.

5. Default. If one or more of the following events, herein called "Events of Default," shall occur and be continuing:

(a) if Borrowers default in the payment of any principal or interest payments of this Note when the same becomes due and payable and such default continues for a period of thirty (30) days after written notice thereof by the Agent (as defined herein);

(b) if a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of Borrowers, or for the winding up or liquidation of its affairs, shall have been entered, and such decree or order shall have remained in force undischarged and unstayed for a period of sixty (60) days; or

(c) if a decree or order by a court having jurisdiction in the premises shall have been entered adjudicating Borrowers bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief of Borrowers under the federal bankruptcy laws, or any other similar applicable federal or state laws; or if Borrowers shall institute proceedings to be adjudicated in a voluntary bankruptcy, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization, readjustment, arrangement, composition or similar relief under federal bankruptcy laws, or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or a substantial part of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if corporate action shall be taken by any Borrower in furtherance of any of the aforesaid purposes;

then, (x) in the case of an Event of Default pursuant to Section 5(b) or 5(c) above, all of outstanding Principal Balance and accrued and unpaid interest shall be immediately due and payable in full in cash and (y) in the case of any other Event of Default, the Agent by notice to the Borrowers and at any time and from time to time, may declare all or part of the outstanding Principal Balance and accrued and unpaid interest immediately due and payable, and thereupon the same shall become immediately payable in full in cash.

6. Usury Laws. It is the intention of the Borrowers and the Holders of this Note to conform strictly to all applicable usury laws now or hereafter in force, and any interest payable under this Note shall be subject to reduction to an amount not in excess of the maximum legal amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters. If the maturity of this Note is accelerated by reason of an election by the Agent resulting from an Event of Default, voluntary prepayment by the Borrowers or otherwise, then the earned interest may never include more than the maximum amount permitted by law, computed from the date hereof until payment, and any interest in excess of the maximum amount permitted by law shall be canceled automatically and, if theretofore paid, shall at the option of the Agent either be rebated to the Borrowers or credited on the Principal Balance of this Note, or if this Note has been paid, then the excess shall be rebated to the Borrowers. The aggregate of all interest (whether designated as interest, service charges, points or otherwise) contracted for, chargeable, or receivable under this Note shall under no circumstances exceed the maximum legal rate upon the Principal Balance of this Note remaining unpaid from

time to time. If such interest does exceed the maximum legal rate, it shall be deemed a mistake and such excess shall be canceled automatically and, if theretofore paid, at the option of the Agent either be rebated to the Borrowers or credited on the Principal Balance of this Note, or if this Note has been repaid, then such excess shall be rebated to the Borrowers.

7. Agent.

(a) Each Holder hereby irrevocably appoints, designates and authorizes Deerfield Private Design Fund IV, L.P., in its capacity as "Agent" to take such action on its behalf under the provisions of this Note and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Note, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Note, the Agent shall not have any duty or responsibility except those expressly set forth herein, nor shall the Agent have or be deemed to have any fiduciary relationship with any Holder, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Note or otherwise exist against the Agent.

(b) The Agent may execute any of its duties under this Note by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects with reasonable care.

(c) None of the Agent nor any of its directors, officers, employees, attorneys or agents shall be liable for any action taken or omitted to be taken by any of them under or in connection with this Note or the transactions contemplated hereby (except to the extent arising from its own gross negligence or willful misconduct).

(d) The Holders shall indemnify upon demand the Agent and its directors, officers, employees and agents (to the extent not reimbursed by or on behalf of the Borrowers and without limiting the obligation of the Borrowers to do so), pro rata, from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses, including legal costs, incurred in connection with the transactions contemplated by this Note, except to the extent any thereof result from the applicable person's own gross negligence or willful misconduct, as determined by a court of competent jurisdiction.

(e) The Agent may resign as the Agent upon 10 days' written notice to the Holders. If the Agent resigns under this Note, the Holders shall appoint from among the Holders a successor agent for the Holders.

8. Joint and Several Liability of the Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder in consideration of the financial accommodations to be provided by the Holders under this Note, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrower to accept joint and several liability for the following (all of which being hereinafter collectively referred to as the "Obligations"): (a) all obligations and liabilities of the Borrowers now existing or hereafter incurred under, arising out of or in connection with this Note; and (b) in the event of any proceeding for the collection or enforcement of any obligations or liabilities referred to in clause (a), after an Event of Default shall have occurred and be continuing, the reasonable expenses of any exercise by the Holders of their rights hereunder, together with reasonable attorneys' fees and court costs.

(b) All Obligations shall be joint and several, and each Borrower shall make payment upon the maturity of the Obligations by acceleration or otherwise, and such obligation and liability on the part of each Borrower shall in no way be affected by any extensions, renewals and forbearance granted to Agent or any Holder to any Borrower, failure of Agent or any Holder to give any Borrower any notice, any failure of Agent or any Holder to pursue or preserve its rights against any Borrower, and such agreement by each Borrower to pay upon any notice issued pursuant hereto is unconditional and unaffected by prior recourse by Agent or any Holder to the other Borrowers. Each Borrower waives all suretyship defenses.

(c) Each Borrower expressly waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution of any other claim which such Borrower may now or hereafter have against the other Borrowers or other person or entity directly or contingently liable for the Obligations hereunder, or against or with respect to the other Borrowers' property, arising from the existence or performance of this Note, until termination of this Note and repayment in full of the Obligations.

9. Amendments. This Note may be amended or waived only in a writing signed by each Borrower and each Holder.

10. Miscellaneous.

(a) Each Borrower agrees to pay all reasonable costs of collection and reasonable attorneys' fees paid or incurred in enforcing any of the rights hereunder of the Agent or the Holders or any other holder hereof.

(b) This Note shall be binding upon each Borrower and its successors and permitted assigns; provided, however, no Borrower shall assign its rights and obligations under this Note or delegate any of its duties hereunder without the Agent's prior written consent and any unconsented to assignment shall be absolutely void.

(c) The Borrowers shall maintain a register (the "Register") in the form set forth in Annex I hereto setting forth each Holder's pro rata share of the Original Principal Amount and the interest thereon. The entries in the Register shall conclusively determine the identity of the Holders and their respective pro rata shares of the Original Principal Amount and the interest thereon. At the request of any Holder wishing to transfer some or all of its interest in the Note, the Borrowers shall reflect such transfer in the Register. A transfer of an interest in the Note shall only be valid if such transfer is reflected in the Register. This Section 10(c) is intended to qualify the Note as an obligation in registered form for purposes of the Code, and shall be interpreted consistently therewith. At the request of a Borrower, each Holder shall provide the Borrowers with a properly completed IRS Form W-9. Any payment under this Note shall be made by Borrowers without any deduction, withholding or offset.

(d) If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

(e) The validity, interpretation and effect of this Note shall be exclusively governed by, and construed in accordance with, the laws of the State of New York, excluding the "conflict of laws" rules of that state. Subject to the last sentence of this subsection (e), each party hereby irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the any party hereto or any of their respective officers, directors, employees, agents, affiliates, or other related parties in any way relating to this Note or the transactions relating hereto or thereto, in any forum other than the United States District Court of the Southern District of New York, any state court of the State of New York located in New York County and any appellate court from any thereof, and each of the parties hereto hereby irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York state court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right of the Agent or any Holder may otherwise have to bring any action or proceeding against Borrowers or their respective properties in the courts of any other jurisdiction.

(f) No Borrower has, directly or indirectly, through any broker, agent, representative or otherwise, offered this Note or any similar securities for sale to, or solicited any offer to buy the same from, or otherwise approached or negotiated or communicated in respect thereof, with such number of persons, or under such circumstances, so as to bring the issuance or sale of this Note within the provisions of Section 5

of the Securities Act of 1933, as amended (the "1933 Act"). Each holder of this Note, by its acceptance thereof, represents and warrants that it holds this Note for its own account for investment and with no present intention of reselling, offering or distributing this Note, that this Note will not be resold, offered or distributed except in a manner which would not be in violation of, nor require registration under, the 1933 Act as at the time in effect.

(g) All notices, requests, demands and other communications under this Note shall be in writing and delivered in person or sent by courier service or certified mail, postage prepaid, and properly addressed as follows:

to the Borrowers:

Melinta Therapeutics, Inc.
44 Whippany Rd, Suite 280
Morristown, NJ 07960

to Holders:

Deerfield Private Design Fund IV, L.P.
c/o Deerfield Management Company
780 Third Avenue
New York, NY
Attn: General Counsel

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 10(g), if delivered personally or by courier service, shall be effective upon delivery, and, if delivered by certified mail, shall be effective three (3) days after deposit in the United States mail, postage prepaid.

Any party hereto may from time to time change its address for the purposes of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

(h) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT 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 THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(i) Each party to this Note hereby irrevocably and unconditionally 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 suit, action or proceeding arising out of or relating to this Note in any court referred to in subsection (e) of this Section 10. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each of the Borrowers has caused this Note to be executed and delivered by a duly authorized officer as of the date first written above.

TORONTO TRANSACTION CORP, INC.

By: _____
Name:
Title:

MELINTA THERAPEUTICS, INC.

By: _____
Name:
Title:

Accepted and agreed to this ____ day
of _____, 2020:

**DEERFIELD PRIVATE DESIGN FUND III, L.P.**

By: Deerfield Mgmt III, L.P., General Partner

By: J.E. Flynn Capital III, LLC, General Partner

By: _____
Name: David J. Clark
Title: *Authorized Signatory*

**DEERFIELD PRIVATE DESIGN FUND IV, L.P.**

By: Deerfield Mgmt IV, L.P., General Partner

By: J.E. Flynn Capital IV, LLC, General Partner

By: _____
Name: David J. Clark
Title: *Authorized Signatory*

**ANNEX I**

Original Principal Amounts and Pro Rata Shares

| Holder | Original Principal Amount | Pro Rata Share |
|---|---|---|
| Deerfield Private Design Fund IV, L.P. | $[29,932,500.00] | 76.75% |
| Deerfield Private Design Fund III, L.P. | $[9,067,500.00] | 23.25% |
| TOTALS | $[39],000,000.00 | 100% |

# CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the **"Agreement")** dated May 14, 2020 (the **"Effective Date"),** between Tetraphase Pharmaceuticals, Inc., a Delaware corporation, located at 480 Arsenal Way, Watertown, MA 02472 (the **"Company"),** and Melinta Therapeutics, Inc., located at 44 Whippany Road, Suite 280, Morristown, NJ 07960 **("Melinta").**

1. **Background.** The Company and Melinta (the "**parties**") intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations and in the course of any such business relationship, it is anticipated that each party will disclose or deliver to the other party and to the other party's directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and members of advisory boards) (collectively, "**Representatives**") certain of its trade secrets or confidential or proprietary information for the purposes of enabling the other party to evaluate the feasibility of such business relationship and to perform its obligations and exercise its rights under any such business relationship that is agreed to between the parties (the "**Purposes**"). The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information In accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the "**Disclosing Party**": the party receiving such Proprietary Information is referred to as the "**Recipient**".

2. **Proprietary Information.** As used in this Agreement, the term **"Proprietary Information"** shall mean all trade secrets or confidential or proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if (i) it would be apparent to a reasonable person, familiar with the Disclosing Party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party or if (ii) the Disclosing Party, within 30 days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the Representatives of the Recipient to whom such disclosure was made. In addition, the term "Proprietary Information" shall be deemed to include: (a) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient or its Representatives pursuant hereto; and (b) the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.

3. **Scope of Agreement.** This Agreement shall apply to all Proprietary Information disclosed between the parties hereto from the Effective Date until December 31, 2020. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party.

4. **Use and Disclosure of Proprietary Information.** The Recipient and its Representatives shall use the Proprietary Information of the Disclosing Party only for the Purposes and such Proprietary Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. The Recipient and its Representatives shall hold in confidence, and shall not disclose any Proprietary Information of the Disclosing Party; provided, however, that (i) the Recipient may make any disclosure of such information to which the Disclosing Party gives its prior written consent; and (ii) any of the Proprietary Information may be disclosed by

the Recipient to its Representatives who need to know such information in connection with the Purposes and who are informed of the confidential nature of such information and of the terms of this Agreement and who are bound to maintain the confidentiality of such information. In any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Proprietary Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Recipient from disclosing Proprietary Information of the Disclosing Party to the extent required in order for the Recipient to comply with a valid order of a court or other governmental body having jurisdiction or applicable laws and regulations, provided that the Recipient provides, when practicable, reasonable prior written notice of such required disclosure to the Disclosing Party and, at the Disclosing Party's request and expense, makes a reasonable effort to assist the Disclosing Party's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prohibit Tetraphase from providing any information to AcelRx Pharmaceuticals, Inc. ("**AcelR:x**") under Sections 4.4, 5.2(b) and 5.2(c) or otherwise complying with its obligations under Sections 4.4, 5.2(b) and 5.2(c) of that certain Agreement and Plan of Merger, dated March 15, 2020, among AcelRx, Consolidation Merger Sub, Inc. and Tetraphase.

5. **Limitation on Obligations.** The obligations of the Recipient specified in Section 4 shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

(a) is generally known to the public at the time of disclosure or becomes generally known without the Recipient or its Representatives violating this Agreement;

(b) is in the Recipient's possession at the time of disclosure;

(c) becomes known to the Recipient through disclosure by sources other than the Disclosing Party without such sources violating any confidentiality obligations to the Disclosing Party that are known to the Recipient; or

(d) is independently developed by the Recipient without reference to or reliance upon the Disclosing Party's Proprietary Information.

6. **Ownership of Proprietary Information.** The Recipient agrees that it shall not receive any right, title or interest in, or any license or right to use, the Disclosing Party's Proprietary Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise.

7. **Return of Proprietary Information.** The Recipient shall, upon the written request of the Disclosing Party, return to the Disclosing Party or destroy all Proprietary Information received by the Recipient or its Representatives from the Disclosing Party (and all copies and reproductions thereof). In addition, the Recipient shall destroy: (i) any notes, reports or other documents prepared by the Recipient which contain Proprietary Information of the Disclosing Party, and (ii) any Proprietary Information of the Disclosing Party (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Notwithstanding the foregoing, the Recipient and each of its Representatives shall be permitted to retain (a) one copy of the Disclosing Party's Proprietary Information for legal purposes or to determine compliance with the obligations of this Agreement and (b) any Proprietary Information that is located on backup tapes or archival systems that are not commonly accessible or that require Recipient or its Representatives to erase or delete information using special programs or techniques, in each case, subject to its obligations of confidentiality with respect thereto under this Agreement. Notwithstanding the return or destruction of the Proprietary Information, the Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

8. **No Definitive Agreement.** Each party acknowledges and agrees that unless and until a definitive agreement is executed by authorized representatives of both parties with respect to a transaction or business relationship, no enforceable promise, agreement, undertaking or contract with respect to any transaction or business relationship shall be deemed to exist.

9. **Insider Trading.** The parties acknowledge that the United States securities laws generally prohibit any person who has received from an issuer material non-public information from purchasing or selling securities of such issuer on the basis of such information or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

10. **Non-Solicitation.** Without the prior written consent of the Disclosing Party, the Recipient agrees that it will not, for a period of one (1) year from the date hereof, directly or indirectly, (i) solicit any management-level employee of the Disclosing Party or its affiliates to whom Recipient was first introduced during its evaluation of the Purposes to terminate such employee's relationship with the Disclosing Party; or (ii) hire any such employee of the Disclosing Party. Notwithstanding anything herein to the contrary, the prohibition set forth in this section shall not prevent the Recipient from hiring any person who (a) is presented to Recipient by a professional placement agency, (b) contacts the Recipient in response to general solicitations of employment not specifically directed at employees of the Disclosing Party or its affiliates, or (c) contacts the Recipient on his or her own initiative for the purpose of seeking employment with the Recipient.

11. **Miscellaneous**.

(a) This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties.

(b) This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that a party may assign the Agreement without such consent to a corporate affiliate of such party or to such party's successor in interest by way of merger, acquisition, reorganization, spin-out, or sale of all or substantially all of the assets of such party to which this Agreement relates.

(c) This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(d) If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

(e) Nothing in this Agreement shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purposes. Nothing in this Agreement shall be construed to restrict either party's use or disclosure of its own Proprietary Information.

(f) All notices permitted or required under this Agreement shall be in writing and shall be deemed given (a) when received, if hand-delivered or sent by a reputable express delivery service, or (b) when received, as documented with confirmation of successful receipt if sent via email. Notices shall be sent to the addresses set forth in the first paragraph of this Agreement or such other address as a party may specify in writing in accordance with this paragraph.

(g) ALL PROPRIETARY INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY PROPRIETARY INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

(h) The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

(i) The confidentiality obligations imposed by this Agreement shall survive the termination or expiration of this Agreement and continue with respect to a particular item of Proprietary Information **until** the fifth anniversary of the disclosure of such Proprietary Information to Recipient pursuant to this Agreement.

G) For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.

*[The next page is the signature page.]*

EXECUTED as a sealed instrument as of the day and year first set forth above.

**TETRAPHASE PHARMACEUTICALS, INC.**

By: /s/ Maria Stahl
Name: Maria Stahl
Title: Chief Business Officer and General Counsel

**MELINTA THERAPEUTICS, INC.**

By: /s/ Jennifer Sanfilippo
Name: Jennifer Sanfilippo
Title: Interim CEO

**Exhibit (d)(5)**

**GUARANTEE**

This Guarantee (the "Guarantee") is being entered into order to induce Tetraphase Pharmaceuticals, Inc., a Delaware corporation ("Tetraphase"), to enter into that certain Agreement and Plan of Merger, dated as of June 4, 2020 (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "Merger Agreement"), by and among Tetraphase, Melinta Therapeutics, Inc., a Delaware corporation ("Melinta"), and Toronto Transaction Corp., a Delaware corporation and a wholly-owned subsidiary of Melinta ("Purchaser"), pursuant to which Purchaser will commence a tender offer to acquire all of Tetraphase's outstanding shares of common stock ("Tender Offer"), and, following which the Purchaser will merge with and into Tetraphase (the "Merger"), with Tetraphase continuing as the surviving corporation and as a wholly owned subsidiary of Melinta, In consideration therefore, former equityholders of Tetraphase will receive cash and the right to receive certain consideration based on the achievement of milestones pursuant to a contingent value rights agreement, to be entered into in connection with the closing of the Tender Offer, substantially in the form attached to the Merger Agreement (the "CVR Agreement" and together with the Merger Agreement, the "Agreements"), by and between Melinta and a rights agent appointed in accordance with the terms of the Merger Agreement (the "Rights Agent").

On the terms and subject to the conditions hereof, each of Deerfield Private Design Fund III, L.P., a Delaware limited partnership, and Deerfield Private Design Fund IV, L.P., a Delaware limited partnership (each a "Guarantor" and together, the "Guarantors"), severally and not jointly, based on the percentages set forth beneath their names below, hereby irrevocably and unconditionally guarantees all obligations of Melinta and/or the Purchaser with respect to (i) the payment of Cash Consideration (as defined in the Merger Agreement) pursuant to Section 1 of the Merger Agreement and (ii) milestone payment obligations pursuant to the CVR Agreement (such obligations arising under the CVR Agreement, the "CVR Guarantee Obligations"), whether or not existing or hereafter arising (collectively the "Melinta Undertakings").

Each Guarantor agrees that in the event the Melinta Undertakings are extended, renewed, modified, amended or compromised in any way, whether with or without the consent of, or notice to, Guarantors, it shall not be released from its obligations hereunder as a result thereof.

Notice of acceptance of the Guarantee and of the incurring of any obligation or any default of the Melinta Undertakings, as well as demand and protest with respect to such Melinta Undertakings, are hereby waived by each Guarantor.

This Guarantee is and shall be an irrevocable, continuing, absolute and unconditional guaranty of payment and performance by Melinta and the Purchaser with respect to the Melinta Undertakings. For clarity, each Guarantor agrees that its obligations under this Guarantee are not in any way conditional or contingent upon any attempt to collect from or enforce against Melinta and/or the Purchaser all or any portion of the Melinta Undertakings or upon any other condition or contingency. The obligations of each Guarantor under this Guarantee shall not be subject to any counterclaim, setoff, deduction or defense based on any claim such Guarantor may have against Melinta or any other person or entity and, except as explicitly set forth in this Guarantee, shall remain in full force and effect without regard to, and shall not be released, suspended, abated, deferred, reduced, limited, discharged, terminated or otherwise impaired or adversely affected by any circumstance or occurrence whatsoever, other than full performance of the Melinta Undertakings, or termination or discharge of the Melinta Undertakings in accordance with the terms of the applicable Agreements.

Notwithstanding any other provision of this Guarantee, the following limitations shall apply with respect solely to the CVR Guarantee Obligations:

(i) If there is a Change of Control (as defined in the CVR Agreement) of Melinta, then each Guarantor shall be automatically released from its CVR Guaranteed Obligations at the closing of such Change of Control as long as (x) the counterparty or counterparties to the Change of Control assume all of the CVR Guaranteed

Obligations and (y) the governing Person of such Guarantor shall have determined in good faith that such counterparty or counterparties would be reasonably capable of complying with their obligations thereunder, including that such counterparty or counterparties have or would reasonably be likely to have the financial capabilities to fulfill their obligations thereunder.

(ii) If there is a Qualified Initial Public Offering of Melinta, then the Guarantors shall be automatically released from their CVR Guaranteed Obligations at the closing of such Qualified Initial Public Offering, in proportion to their percentage ownership interests in Melinta, by an aggregate percentage equal to the percentage interest of Melinta common stock issued in such Qualified Initial Public Offering. "Qualified Initial Public Offering" means Melinta's first firm-commitment underwritten public offering of its common stock pursuant to an effective registration statement under the Securities Act of 1933, as amended, *provided* that such offering results in (1) aggregate gross cash proceeds to Melinta of not less than $20,000,000 in the aggregate and (2) the listing of the common stock on the New York Stock Exchange, The NASDAQ Global Market, The Nasdaq Global Select Market, The Nasdaq Capital Market or another internationally recognized stock exchange (such common stock, once so listed, being "Publicly Listed").

(iii) If Melinta common stock is Publicly Listed and its market capitalization averages, over any 30 consecutive trading day period, more than $100,000,000, then the Guarantors shall be automatically released from their CVR Guaranteed Obligations as of the last day of such 30-day period.

(iv) If more than 20% of the outstanding voting equity of Melinta is sold to one or more third parties in a transaction that is not a Change of Control, then the Guarantors shall be automatically released from their CVR Guaranteed Obligations in proportion to their percentage ownership interests in Melinta at the closing of such sale to the extent that (x) the purchaser or purchasers agree in writing to assume a portion of the CVR Guaranteed Obligations and (y) the governing Person of each Guarantor shall have determined in good faith that such counterparty or counterparties would be reasonably capable of complying with their obligations thereunder, including that such purchaser or purchasers have or would reasonably be likely to have the financial capabilities to fulfill its obligations thereunder.

Each Guarantor represents, covenants and warrants as follows, upon which Tetraphase relies in acceptance of this Guarantee (and in executing and agreeing to perform its obligations under the Agreements): (i) Guarantor is a legal entity duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) Guarantor has the authority to enter into this Guarantee, and has executed and delivered this Guarantee; (iii) Guarantor has received good and valuable consideration for its execution, delivery and performance of this Guarantee; (iv) Guarantor shall not take any action, or fail to take any action, that could reasonably be expected to adversely affect Guarantor's ability to perform its obligations under this Guarantee; and (v) Guarantor's execution and delivery of, and its performance and compliance with the terms and provisions of, this Guarantee do not conflict with, result in a material breach or violation of, nor constitute a default under the terms, conditions or provisions of (A) its articles of organization, by-laws or other applicable organizational agreements or governing instruments, (B) any statute, rule or regulation applicable to, or any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority to which it is subject or by which any of its assets are bound or (C) any agreement or contract to which it is a party or to which it or any of its property or assets are subject.

Each Guarantor shall notify the Company and the Rights Agent as promptly as reasonably practicable in the event any of the following occurs: (a) a Change of Control of Guarantor or Melinta (each, a "Melinta Party"); (b) any Melinta Party files in any court or agency pursuant to any statute or regulation of any applicable jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of such Melinta Party or of such Melinta Party's assets; (c) a Melinta Party proposes a written agreement of composition or extension of its material debts; (d) a Melinta Party is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition is not dismissed within sixty (60) days after the filing thereof; (e) a Melinta Party is a party to any dissolution or liquidation; (f) a Melinta Party makes an assignment for the benefit of its creditors; or (g) any other event occurs that could reasonably be expected to adversely affect Melinta's ability to perform its obligations under the Agreement.

Notice to the Guarantors shall be given (i) prior to the closing of the Merger, pursuant to the provisions of Section 9.9 of the Merger Agreement, and (ii) thereafter, pursuant to the provisions of Section 7.1 of the CVR Agreement.

This Guarantee shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any laws, rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Nothing in this Guarantee, express or implied, is intended to or shall confer on any Person (other than the parties hereto and the Rights Agent acting on behalf of the Holders (as defined in the CVR Agreement)) any right, benefit or remedy of any nature whatsoever under or by reason of this Guarantee.

In the event of any dispute under this Guarantee, whether as to validity, construction, enforceability or performance of this Guarantee or any of its provisions or otherwise, such dispute shall be resolved in accordance with (i) prior to the closing of the Merger, the provisions of Article IX of the Merger Agreement, and (ii) thereafter, the provisions of Article 6 and Article 7 of the CVR Agreement, in each case which provisions shall be deemed to be incorporated herein by reference.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the foregoing Guarantee has been executed this 4th day of June, 2020.

**DEERFIELD PRIVATE DESIGN FUND III, L.P.**

**By: Deerfield Mgmt III, L.P., General Partner**

**By: J.E. Flynn Capital III, LLC, General Partner**

By: /s/ David J. Clark
Name: David J. Clark
Title: *Authorized Signatory*

Percentage Ownership: 23.25%

**DEERFIELD PRIVATE DESIGN FUND IV, L.P.**

**By: Deerfield Mgmt IV, L.P., General Partner**

**By: J.E. Flynn Capital IV, LLC, General Partner**

By: /s/ David J. Clark
Name: David J. Clark
Title: *Authorized Signatory*

Percentage Ownership: 76.75%