FUNDAMENTAL CHANGE COMPANY NOTICE

To the holders of all outstanding
Paratek Pharmaceuticals, Inc., a Delaware corporation
4.75% Convertible Senior Subordinated Notes due 2024 (the "Notes")
CUSIP: 699374AB0[1]

To U.S. Bank Trust Company, National Association
in its capacities as trustee and conversion agent under
the Indenture (as defined below)

September 25, 2023

Dear Holder:

Notice is hereby given pursuant to Section 15.02 and the terms and conditions of the Indenture (the "Base Indenture"), dated as of April 23, 2018, between Paratek Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and U.S. Bank Trust Company, National Association (f/k/a U.S. Bank National Association), as trustee (the "Trustee"), as supplemented by that certain first supplemental indenture (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), dated as of September 21, 2023, between us and the Trustee, that a Fundamental Change (as defined in the Indenture) has occurred and that each holder (the "Holder") of the Notes has the right (the "Fundamental Change Repurchase Right") to require the Company to repurchase all of such Holder's Notes or any portion thereof that is an integral multiple of $1,000 principal amount for cash on the Fundamental Change Repurchase Date. The "Fundamental Change Repurchase Date" will be November 14, 2023. The repurchase price (the "Fundamental Change Repurchase Price") for Notes validly surrendered and not validly withdrawn will be 100% of the principal amount thereof, plus accrued and unpaid interest thereon, if any, to, but excluding, the Fundamental Change Repurchase Date. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

Holders may surrender their Notes from September 25, 2023 until 5:00 p.m., New York City time, on November 13, 2023 (the "Fundamental Change Expiration Time"). The Company will repurchase all Notes that have been validly surrendered and not validly withdrawn prior to 5:00 p.m., New York City time, on November 13, 2023.

Description of Fundamental Change. The Company entered into an Agreement and Plan of Merger, dated June 6, 2023 (as amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), among the Company, Resistance Acquisition, Inc., a Delaware corporation ("Parent"), and Resistance Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"). Pursuant to the Merger Agreement, among other things, on September 21, 2023, Merger Sub has been merged with and into the Company and the

[1] No representation is made as to the accuracy or correctness of the CUSIP printed on the Notes or contained in this Fundamental Change Company Notice (this "Notice").

Company continued as the surviving corporation and as a wholly owned subsidiary of Parent (the "Merger"). The Company and Parent issued a press release publicly announcing the execution of the Merger Agreement on June 6, 2023, which was included as an exhibit to the Company's Current Report on Form 8-K, filed with the SEC on June 7, 2023. The completion of the Merger was announced in the Company's Current Report on Form 8-K, filed with the SEC on September 21, 2023. As a result of the successful completion of the Merger, a "Fundamental Change" under the Indenture occurred on September 21, 2023, which was the effective date of such "Fundamental Change," and accordingly each Holder of Notes has the Fundamental Change Repurchase Right.

Actions to Take in Order to Surrender Your Notes for Repurchase. As of the date of this Notice, all custodians and beneficial holders of the Notes hold the Notes through The Depository Trust Company ("DTC") accounts and that there are no certificated Notes in non-global form. Accordingly, to exercise its Fundamental Change Repurchase Right, each Holder (or the Holder's broker, dealer, commercial bank, trust company or other nominee) surrendering for repurchase hereunder must deliver such Notes through DTC's Automatic Tenders over the Participant Terminal System ("ATOP") and cause DTC to send an Agent's Message (as defined below) to the Paying Agent (as defined below) for its acceptance. This Notice constitutes the notice required under Section 15.02(c) of the Indenture and delivery of Notes via ATOP will satisfy the Holder's Fundamental Change Repurchase Notice delivery requirements pursuant to the terms of the Indenture. Delivery of Notes and all other required documents, including delivery and acceptance through ATOP, is at the election and risk of the Holder surrendering such Notes. You may surrender all of your Notes, a portion of your Notes or none of your Notes for repurchase. If you wish to surrender a portion of your Notes for repurchase, however, you must surrender your Notes in a principal amount of $1,000 or an integral multiple thereof.

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Paying Agent and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgment from each DTC participant tendering through ATOP that such DTC participants have received this Notice and agree to be bound by the terms set forth herein and that the Company may enforce such agreement against such DTC participants.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any surrender of Notes for repurchase pursuant to the procedures described in this Notice and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by the Company in its sole discretion, which determination shall be final and binding on all parties.

Withdrawal of Your Notes for Repurchase. Notes surrendered for repurchase may be withdrawn at any time prior to 5:00 p.m., New York City time, on November 13, 2023, which is the Fundamental Change Expiration Time. In order to withdraw previously surrendered Notes, a Holder (or the Holder's broker, dealer, commercial bank, trust company or other nominee) must comply with the withdrawal procedures of DTC in sufficient time to allow DTC to withdraw those Notes prior to 5:00 p.m., New York City time, on November 13, 2023.

Previously surrendered Notes that are validly withdrawn may be validly resurrendered by following the surrender procedures described above.

Notes surrendered for repurchase pursuant to the Fundamental Change Repurchase Right may not be converted unless such Notes are first withdrawn prior to 5:00 p.m., New York City time, on November 13, 2023.

The Company will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal in its sole discretion, which determination shall be final and binding on all parties.

Conversion of Your Notes. As a result of the occurrence of the Fundamental Change, notwithstanding the Fundamental Change Repurchase Right, the Notes are convertible, at the option of the Holder, at any time until the Fundamental Change Repurchase Date (such option, the "Make-Whole Conversion Option" and such period, the "Make-Whole Conversion Period"). The Conversion Rate in effect immediately prior to the effective time of the Make-Whole Fundamental Change was 62.8931 shares of Common Stock per $1,000 principal amount of Notes (the "Base Conversion Rate"). Such Base Conversion Rate will be temporarily adjusted in connection with the Make-Whole Fundamental Change pursuant to Section 14.03 of the Indenture to an amount (the "Make-Whole Conversion Rate") equal to 62.8931 units of Reference Property per $1,000 principal amount of Notes surrendered for conversion. One unit of Reference Property will consist of (i) prior to the Milestone Payment Date (as defined in the Contingent Value Rights Agreement, dated as of September 21, 2023, by and between the Company and Equiniti Trust Company, LLC (the "Contingent Value Rights Agreement"), $2.15 in cash (without interest but subject to any applicable tax withholdings), plus one contractual contingent value right per share of Common Stock representing the right to receive a contingent payment of $0.85 (a "CVR"), without interest thereupon, upon the achievement of the Milestone (as defined in the Contingent Value Rights Agreement) set forth in, and subject to and in accordance with the terms and conditions of, the Contingent Value Rights Agreement, and (ii) after the occurrence of the Milestone Payment Date, $2.15 in cash (without interest but subject to any applicable tax withholdings), plus the Milestone Payment Amount (as defined in the Contingent Value Rights Agreement).

The Indenture provides that, in order to surrender its Notes for conversion, a Holder must comply with the procedures of DTC and, if required, pay funds equal to interest payable on the next Interest Payment Date as set forth in Section 14.02(h) of the Indenture.

If you surrender all or any portion of your Notes to the Company to be repurchased in accordance with the terms of this notice (the "Elected Notes"), you will not be able to convert the Elected Notes unless the Elected Notes are first withdrawn in accordance with the provisions set forth in "Withdrawal of Your Notes for Repurchase."

Trustee, Paying Agent and Conversion Agent Information.

The name and address for tendering the Notes to the Trustee (who is also acting as Paying Agent and Conversion Agent) is as follows:

U.S. Bank Trust Company, National Association
Global Corporate Trust Services
111 Fillmore Avenue E
St. Paul, Minnesota 55107

Any questions or requests for assistance for tendering the Notes may be directed to the Paying Agent at the address and telephone number set forth above. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Fundamental Change Repurchase Right.

Any questions pertaining to this notice or the content contained herein should be directed to the Company at Paratek Pharmaceuticals, Inc. 75 Park Plaza Boston, MA 02116, Attn: Jonathan Light, jonathan.light@paratekpharma.com, 484-751-4939.

Material U.S. Federal Income Tax Considerations

The following summary describes certain material U.S. federal income tax consequences of the disposition of a Note as a result of the exercise of either the Fundamental Change Repurchase Right or the Make-Whole Conversion Option. This discussion is general in nature, and does not address tax considerations that may be relevant to a particular Holder in light of the Holder's individual circumstances, such as the Medicare tax on certain investment income, or tax considerations applicable to Holders that may be subject to special tax rules, such as dealers or traders in securities, banks and other financial institutions, tax-exempt entities, retirement plans and other tax-deferred accounts, regulated investment companies, insurance companies, hybrid entities, real estate investment trusts, brokers, persons subject to the alternative minimum tax, investors that have elected mark-to-market accounting, controlled foreign corporations, passive foreign investment companies, corporations that accumulate earnings to avoid U.S. federal income tax, partnerships (or entities or arrangements treated as partnerships for U.S. federal income tax purposes) and other pass-through entities holding Notes, persons holding Notes as a part of a hedging, integration, conversion or constructive sale transaction, or as part of a straddle or a synthetic security, or a U.S. expatriate or former long-term resident of the United States. This discussion also does not address tax consequences to U.S. Holders (as defined below) of Notes as a result of the use of a "functional currency" that is not the U.S. dollar. In addition, the discussion does not describe any tax consequences arising under the laws of any local, state, or foreign jurisdiction and does not consider any aspects of U.S. federal tax law other than income taxation. The discussion assumes that Holders have held their Notes as "capital assets" within the meaning of section 1221 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") (generally, property held for investment). This discussion assumes that the Notes are not, and have not previously been, U.S. real property interests within the meaning of Section 897 of the Code.

If an entity or arrangement treated as a partnership holds Notes, the tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partner and the partnership. Any partners of a partnership holding the Notes are urged to consult their tax advisors.

This summary is based on the Code, and regulations, rulings and judicial decisions as of the date hereof, all of which are subject to change or differing interpretations at any time, with possible retroactive effect. We have not sought, and do not intend to seek, any ruling from the U.S. Internal Revenue Service (the "IRS") with respect to the statements made and the conclusions reached in the following summary, and no assurance can be given that the IRS will agree with the

views expressed herein, or that a court will not sustain any challenge by the IRS in the event of litigation.

As used in this Notice, a "U.S. Holder" is a beneficial owner of a Note that is for U.S. federal income tax purposes (1) an individual who is a citizen or resident of the United States, (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (3) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (4) 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 "United States persons" (as defined in Section 7701(a)(30) of the Code) have 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 United States person.

As used in this Notice, a "non-U.S. Holder" is a beneficial owner of a Note that, for U.S. federal income tax purposes, is an individual, a corporation or an estate or a trust that is not a U.S. Holder.

THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE DISPOSITION OF NOTES AS A RESULT OF THE EXERCISE OF EITHER THE FUNDAMENTAL CHANGE REPURCHASE RIGHT OR THE MAKE-WHOLE CONVERSION OPTION UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

Tax Considerations for U.S. Holders

Tendering U.S. Holders

A disposition of a Note by a U.S. Holder pursuant to the exercise of the Fundamental Change Repurchase Right generally will be a taxable transaction to such U.S. Holder for U.S. federal income tax purposes. Subject to the discussion under "—Market Discount" below, a tendering U.S. Holder generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of cash received on a tender, other than amounts attributable to accrued but unpaid interest (which will be taxable as described under "—Accrued Interest" below), and (ii) the U.S. Holder's "adjusted tax basis" in a Note. Generally, a U.S. Holder's adjusted tax basis in a Note will equal the initial basis of the Note, increased by market discount, if any (as described below), previously included in the U.S. Holder's income with respect to the Note (pursuant to an election to include market discount in income currently as it accrues as described under "—Market Discount" below), and reduced (but not below zero) by any amortizable bond premium, if any (as described below), that an electing U.S. Holder has previously amortized. Amortizable bond premium is generally defined as the excess of (i) a U.S. Holder's tax basis in the Note immediately after its acquisition by such U.S. Holder (reduced by an amount equal to the

value of the conversion option) over (ii) the sum of all amounts payable on the Note after the purchase date other than payments of stated interest.

If a U.S. Holder has been deemed to receive any constructive distribution during its holding period as a result of any conversion rate adjustments (or lack of adjustments) that are treated as dividends for U.S. federal income tax purposes, its adjusted tax basis in a Note will be increased to such extent. It is uncertain whether a U.S. Holder that exercises the Fundamental Change Repurchase Right would be deemed to have received a constructive distribution of additional Common Stock of the Company as a result of the adjustment under Section 14.03 of the Indenture with respect to amounts that would be received upon exercise of the Make-Whole Conversion Option.

Subject to the market discount rules discussed in "—Market Discount" below, gain or loss recognized by a U.S. Holder tendering a Note generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder's holding period for the Note is more than one year at the time of the disposition. Non-corporate taxpayers generally are subject to reduced rates of U.S. federal income taxation on net long-term capital gains. The deductibility of capital losses is subject to certain limitations.

Converting U.S. Holders

Conversion of Notes. A U.S. Holder exercising the Make-Whole Conversion Option will receive cash and CVRs in exchange for a Note upon conversion. Such conversion will generally be treated in the same manner as an exchange of shares of Common Stock of the Company for cash and CVRs, as described in the paragraph titled "Special Factors—Material U.S. Federal Income Tax Consequences of the Merger—Tax Consequences to U.S. Holders*"* in the proxy statement on Schedule 14A, filed by the Company with the SEC on August 2, 2023 (the "Proxy Statement"). Subject to the discussion of the treatment of deemed distributions immediately below, the U.S. Holder will recognize gain or loss upon conversion, the amount of which will be determined generally in the same manner as described in "—Tendering U.S. Holders" above.

Deemed Distributions. It is uncertain whether a U.S. Holder that exercises the Make-Whole Conversion Option would be deemed to have received a distribution of additional shares of Common Stock of the Company with respect to additional amounts that would be received upon conversion pursuant to the adjustment under Section 14.03 of the Indenture. Any such deemed distributions would be taxable as a dividend to the extent of attributable earnings and profits of the Company, and thereafter first as a return of capital to the extent of a U.S. Holder's tax basis in the Note and then as capital gain. It is unclear whether such a deemed distribution to a U.S. Holder that is treated as a dividend would be eligible for the preferential rates of U.S. federal income tax applicable in respect of certain dividends. It is also unclear whether corporate U.S. Holders would be entitled to claim the dividends received deduction with respect to any such deemed dividend. Generally, a U.S. Holder's adjusted tax basis in a Note would be increased by the amount of such deemed distribution to the extent treated as a dividend or as capital gain. U.S. Holders are urged to consult their tax advisors regarding the tax consequences to them if the additional amounts received upon conversion were treated as a distribution, the impact a deemed distribution may have on their holding period in the Notes, and the tax consequences of the deemed distribution being taxable as a dividend.

Tax Considerations Applicable to Tendering and Converting U.S. Holders

Accrued Interest. Amounts received by a U.S. Holder upon the disposition of a Note pursuant to the exercise of either the Fundamental Change Repurchase Right or the Make-Whole Conversion Option that are attributable to accrued and unpaid interest will be taxable to the U.S. Holder as ordinary interest income, to the extent that such interest has not been previously included in income. For a discussion of payments treated as imputed interest on a CVR received by a Converting U.S. Holder, such U.S. Holders should review the paragraph titled "Material U.S. Federal Income Tax Consequences of the Merger—Tax Consequences to U.S. Holders—Imputed Interest" in the Proxy Statement.

Market Discount. Gain recognized by a U.S. Holder upon the disposition of a Note pursuant to the exercise of either the Fundamental Change Repurchase Right or the Make-Whole Conversion Option will be treated as ordinary income to the extent of any market discount on the Note that has accrued during the period that the tendering U.S. Holder held such Note, unless the U.S. Holder has made an election to include market discount in income as it accrues. A Note generally will be treated as having market discount if the stated redemption price at maturity of the Note exceeds the U.S. Holder's tax basis in that Note immediately after acquisition by more than a statutorily defined *de minimis* amount. Market discount accrues on a ratable basis, unless the U.S. Holder has elected to accrue market discount using a constant-yield method for U.S. federal income tax purposes, in which case such U.S. Holder's adjusted tax basis will have been increased as such accrued market discount was included in income. Gains in excess of such accrued market discount will generally be capital gains, as discussed above.

Tax Considerations for Non-U.S. Holders

Subject to the discussion under "—Accrued Interest," a non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain realized on the disposition of a Note pursuant to the exercise of either the Fundamental Change Repurchase Right or the Make-Whole Conversion Option, unless:

- the gain is effective connected with the non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable); or

- the non-U.S. Holder is an individual who was present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates. A non-U.S. Holder that is a foreign corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

Gain described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of the non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses. Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

Accrued Interest. Any amounts received by a non-U.S. Holder upon the disposition of a Note pursuant to the exercise of either the Fundamental Change Repurchase Right or the Make-Whole Conversion Option that is attributable to accrued and unpaid interest on the Notes and that is not effectively connected with the non-U.S. Holder's conduct of a U.S. trade or business generally will not be subject to U.S. federal income or withholding tax, provided that:

(i) the non-U.S. Holder does not actually or constructively (pursuant to the conversion feature or otherwise) own 10% or more of the total combined voting power of all classes of our stock entitled to vote;

(ii) the non-U.S. Holder is not a controlled foreign corporation related to us, actually or constructively, through stock ownership;

(iii) the non-U.S. Holder is not a bank that received the Note on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and

(iv) either:

(1) the non-U.S. Holder certifies in a statement provided to the applicable withholding agent under penalties of perjury that it is not a "United States person," as defined in the Code, and provides its name and address;

(2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business and holds the Note on behalf of the non-U.S. Holder certifies to the applicable withholding agent under penalties of perjury that it, or a financial institution between it and the non-U.S. holder, has received from the non-U.S. Holder a statement under penalties of perjury that such Holder is not a United States person and provides a copy of such statement to the applicable withholding agent; or

(3) the non-U.S. Holder holds its Note directly through a "qualified intermediary" (within the meaning of applicable Treasury regulations) and certain conditions are satisfied.

If the non-U.S. Holder does not satisfy the requirements described above, the amount paid to such non-U.S. Holder that is attributable to accrued but unpaid interest made on the Note generally will be subject to U.S. withholding tax at a rate of 30%, unless (1) such non-U.S. Holder is entitled to a reduction in or an exemption from withholding on such interest as a result of an applicable income tax treaty or (2) such interest is effectively connected with such non-U.S. Holder's conduct of a trade or business within the United States. To claim such entitlement, the

non-U.S. Holder must provide the applicable withholding agent with a properly executed (1) IRS Form W-8BEN or W-8BEN-E (or other applicable form) establishing an exemption from, or reduction of, the withholding tax under the benefit of an applicable income tax treaty or (2) IRS Form W-8ECI, certifying that interest paid on a Note is not subject to withholding tax because it is effectively connected with the conduct by the non-U.S. Holder of a trade or business within the United States. Non-U.S. Holders should consult their tax advisors regarding the certification requirements for non-U.S. persons.

If such accrued interest is effectively connected with the non-U.S. Holder's conduct of a trade or business within the United States, then although exempt from U.S. federal withholding tax (provided the non-U.S. Holder provides appropriate certification, as described above), the non-U.S. Holder generally will be subject to U.S. federal income tax on such accrued interest at the regular U.S. federal income tax rates in the same manner as if such non-U.S. Holder were a U.S. Holder, unless an applicable income tax treaty provides otherwise. In addition, a non-U.S. Holder that is a corporation may be subject to an additional branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected income, as adjusted for certain items.

Imputed Interest. Generally, if payments are made to a non-U.S. Holder exercising the Make-Whole Conversion Option 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, unless such non-U.S. Holder establishes its entitlement to exemption from or a reduced rate of withholding under an applicable income 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 agent. For a discussion of potential withholding on payments treated as imputed interest on a CVR received upon a conversion of a Note, non-U.S. Holders should review the discussion under "Special Factors—Material U.S. Federal Income Tax Consequences of the Merger—Tax Consequences to Non-U.S. Holders" in the Proxy Statement.

Deemed Distributions. As discussed above in "Tax Considerations for U.S. Holders—Converting U.S. Holders—Deemed Distributions," it is uncertain whether a non-U.S. Holder would be deemed to have received a distribution of additional shares of Common Stock of the Company with respect to additional amounts that would be received upon conversion during the Make-Whole Conversion Period pursuant to the adjustment under Section 14.03 of the Indenture. Such deemed distributions would be taxable as a dividend, return of capital, or capital gain in accordance with the earnings and profits rules under the Code.

The applicable withholding agent would withhold at a 30% rate with respect to such deemed distribution, subject to reduction in such withholding rate by an applicable income tax treaty upon the receipt of an IRS Form W-8BEN or W-8BEN-E (or other applicable form) stating that the deemed payments are eligible for the applicable reduced rate or exemption from such withholding.

Non-U.S. Holders are urged to consult their tax advisors regarding the tax consequences to them if the additional amounts that would be received upon conversion are treated as a distribution, and of the tax consequences of the deemed distribution being taxable as a dividend, including

whether a refund may be available for any amounts withheld by a withholding agent with respect to a deemed distribution.

Treatment of Non-Tendering Holders

A Holder that does not exercise its Fundamental Change Repurchase Right or Make-Whole Conversion Option with respect to a Note generally should not recognize any gain or loss for U.S. federal income tax purposes with respect to the Note as a result of the consummation of the repurchase of Notes by the Company pursuant to this Notice. However, as discussed above, it is uncertain whether a Holder would be deemed to have received a distribution as a result of the adjustment under Section 14.03 of the Indenture with respect to amounts that would be received upon exercise of the Make-Whole Conversion Option. Holders are urged to consult their tax advisors as to the tax consequences of declining to exercise either their Fundamental Change Repurchase Right or their Make-Whole Conversion Option.

Backup Withholding Tax and Information Reporting.

A U.S. Holder whose Notes are disposed pursuant to the exercise of either the Fundamental Changes Repurchase Right or the Make-Whole Conversion Option may be subject to certain information reporting requirements (unless the U.S. Holder is an exempt recipient and certifies as to that status) with respect to any amounts received pursuant to the exercise of either the Fundamental Change Repurchase Right or the Make-Whole Conversion Option (including accrued and unpaid interest). In addition, a U.S. Holder may be subject to backup withholding with respect to the receipt of cash in exchange for a Note unless the U.S. Holder provides the applicable withholding agent with a correct taxpayer identification number ("TIN") and certifies that the U.S. Holder is a United States person, the TIN is correct (or that the U.S. Holder is awaiting a TIN) and the U.S. Holder is not currently subject to backup withholding. U.S. Holders are encouraged to consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption.

Provided that a non-U.S. Holder has complied with certain reporting procedures (usually satisfied by providing an IRS Form W-8BEN or W-8BEN-E) or otherwise establishes an exemption, the non-U.S. Holder generally will not be subject to backup withholding tax with respect to payments attributable to accrued but unpaid interest on, and the proceeds from the disposition of, a Note. However, information returns are required to be filed with the IRS in connection with any interest and deemed dividends with respect to the non-U.S. Holder, regardless of whether any tax was actually withheld. In addition, proceeds of the sale or other taxable disposition of a Note (including a retirement or redemption of the Note) within the United States or conducted through certain U.S.-related brokers generally will not be subject to backup withholding or information reporting, if the applicable withholding agent receives the statement described above and does not have actual knowledge or reason to know that such Holder is a United States person or the Holder otherwise establishes an exemption. Proceeds of a disposition of a Note paid outside the United States and conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the non-U.S. Holder resides or is established.

Backup withholding tax is not an additional tax. Any amounts withheld under the backup withholding tax rules may be allowed as refund or credit against the non-U.S. Holder's U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

Foreign Accounts

Withholding may be imposed under Sections 1471 to 1474 of the Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act, or "FATCA") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on payments of interest or dividends (including deemed dividends) on, or (subject to the proposed Treasury regulations discussed below) gross proceeds from the sale or other disposition (including a conversion) of, the Notes paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury regulations and administrative guidance, withholding under FATCA applies to payments of interest and to deemed dividends. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of Notes, proposed Treasury regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury regulations until final Treasury regulations are issued. U.S. Holders and Non-U.S. Holders are encouraged to consult their tax advisors as to the proper treatment of the Notes under FATCA.

THE FOREGOING SUMMARY IS INCLUDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO PARTICULAR HOLDERS OF NOTES ON LIGHT OF THEIR CIRCUMSTANCES. HOLDERS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE EXERCISE OF THEIR FUNDAMENTAL CHANGE REPURCHASE RIGHT OR MAKE-WHOLE CONVERSION OPTION,

INCLUDING THE EFFECT OF ANY FEDERAL, STATE, FOREIGN OR OTHER TAX LAWS.

PARATEK PHARMACEUTICALS, INC.

By: DocuSigned by: Evan Loh, M.D. 1D81D91A3EA2487...

Name: Evan Loh, M.D.

Title: Chief Executive Officer