IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
DENDREON CORPORATION, et al.,	:	Case No. 14-12515 (LSS)
Debtors.[1]	:	Jointly Administered

NOTICE OF FILING OF PLAN SUPPLEMENT TO THE SECOND AMENDED PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE PROPOSED BY THE DEBTORS

PLEASE TAKE NOTICE THAT on May 14, 2015, the debtors and debtors in possession in the above-captioned cases (the "Debtors")[2] filed the Plan Supplement to the Second Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors (the "Plan Supplement"), a copy of which is attached hereto as Exhibit 1. The documents contained in the Plan Supplement are integral to and part of the Second Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors (Docket No. 698) (as may be amended from time to time, the "Plan") and, if the Plan is confirmed, shall be approved. The hearing to consider confirmation of the Plan currently is scheduled for June 2, 2015, at 10:00 a.m. (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following documents, as may be modified, amended, or supplemented from time to time:

Exhibit A – Plan Administrator Agreement

Exhibit B – Contracts to be Assumed Under the Plan

Exhibit C – Non-Excusive List of Retained Claims and Causes of Action

Exhibit D – Amended Certificate of Incorporation and Bylaws

Exhibit E – Wind-down Budget

Exhibit F – Notice of Designation of Plan Administrator

Exhibit G – Members of the Oversight Committee and Compensation

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[1] The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Dendreon Corporation (3193), Dendreon Holdings, LLC (8047), Dendreon Distribution, LLC (8598) and Dendreon Manufacturing, LLC (7123). The address of the Debtors' corporate headquarters is 601 Union Street, Suite 4900, Seattle, Washington 98101.

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

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement any document in the Plan Supplement; provided, if any document in the Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the hearing to confirm the Plan, the Debtors will file a blackline of such document with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Plan, Plan Supplement, and Disclosure Statement are available for inspection: (i) between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding federal holidays, at the Office of the Clerk of the Bankruptcy Court, 824 N. Market St., 3rd Floor, Wilmington, Delaware 19801; (ii) at the Debtors' case website (https://cases.primeclerk.com/dendreon/); or (iii) by written request to Prime Clerk LLC (the "Voting Agent"), at dendreonballots@PrimeClerk.com or by telephoning the Voting Agent at 844-794-3479. Parties may also obtain a copy of the Plan, Plan Supplement and Disclosure Statement online through the Bankruptcy Court's website (http://www.deb.uscourts.gov) (a PACER account is required).

Dated: May 14, 2015

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Sarah E. Pierce
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Counsel for Debtors and Debtors in Possession

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
DENDREON CORPORATION, et al.,	:	Case No. 14-12515 (LSS)
Debtors.[1]	:	Jointly Administered

PLAN SUPPLEMENT TO SECOND AMENDED PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE PROPOSED BY THE DEBTORS

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Counsel for Debtors and Debtors in Possession

Dated: May 14, 2015

[1] The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Dendreon Corporation (3193), Dendreon Holdings, LLC (8047), Dendreon Distribution, LLC (8598) and Dendreon Manufacturing, LLC (7123). The address of the Debtors' corporate headquarters is 601 Union Street, Suite 4900, Seattle, Washington 98101.

TABLE OF EXHIBITS

THE DEBTORS RESERVE THE RIGHT TO REVISE THIS PLAN SUPPLEMENT AT ANY TIME PRIOR TO THE HEARING ON CONFIRMATION OF THE DEBTORS' PLAN OF LIQUIDATION

EXHIBIT A

Plan Administrator Agreement

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (the "Agreement") is made this [ ] day of [ ], 2015 (the "Effective Date"), by and among Dendreon Corporation, a Delaware corporation ("Dendreon"), on behalf of itself and each of those subsidiaries that are Debtors under the confirmed Second Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors, dated as of April 16, 2015, as the same has been and may from time to time be amended or modified (the "Plan"),[1] (collectively, the "Debtors" or the "Liquidating Debtors," as applicable), and Verdolino & Lowey, P.C. (the "Plan Administrator").

RECITALS

WHEREAS, on November 10, 2014, the Debtors each filed a voluntary Chapter 11 petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, the Plan contemplates that a plan administrator will be appointed to perform its duties in accordance with the Plan and this Agreement;

WHEREAS, the Plan provides that the Plan Administrator will, among other things, retain, preserve, liquidate and distribute the remaining assets of the Liquidating Debtors for the benefit of the holders of Allowed Claims entitled to share in the assets of the Liquidating Debtors in accordance with the terms of the Plan (the "Beneficiaries"); and

WHEREAS, the Plan was confirmed on [ ] (the "Confirmation Date") and the Plan became effective on [ ] (the "Effective Date"); and

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of the Plan; and

WHEREAS, Verdolino & Lowey, P.C. ("V&L") has been selected by the Debtors and agreed to serve as the Plan Administrator in accordance with this Agreement and the Plan;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

ACCEPTANCE OF POSITION; DESIGNATION OF REPRESENTATIVES; OBLIGATION TO PAY CLAIMS; FIDUCIARY STATUS

Section 1.1 Acceptance. (a) V&L hereby accepts appointment as the Plan Administrator; and (b) V&L agrees to observe and perform all duties and obligations imposed upon the Plan Administrator under the Plan, this Agreement, other orders of the Bankruptcy Court, and applicable law.

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

Section 1.2 Designation of Representatives. The Plan Administrator shall designate one or more representatives within its organization acceptable to the Oversight Committee to oversee the Plan Administrator's obligations under this Agreement and the Plan. Craig R. Jalbert and Keith D. Lowey are acceptable representatives.

Section 1.3 Fiduciary. The Plan Administrator shall be a fiduciary of each of the Debtors, the Liquidating Debtors and Beneficiaries and shall perform its obligations consistent with the Plan, this Agreement and applicable orders of the Bankruptcy Court. Pursuant to the Plan, acceptable representatives of the Plan Administrator pursuant to Section 1.2 of this Agreement shall be the sole officer and director of the parent Debtor, and the Plan Administrator shall be the sole shareholder of the parent Debtor. Pursuant to the Plan, acceptable representatives of the Plan Administrator pursuant to Section 1.2 of this Agreement shall be the sole officer and (to the extent the sole member does not act as the sole manager) the sole manager of each of the Debtors other than the parent Debtor.

ARTICLE II

GENERAL POWERS, RIGHTS AND OBLIGATIONS OF THE PLAN ADMINISTRATOR

Section 2.1 General Powers.

(a) Except as otherwise provided in the Plan, the order confirming the Plan (the "Confirmation Order") or in this Agreement, but without prior or further authorization, the Plan Administrator may control and exercise authority over the assets of the Liquidating Debtors, over the acquisition, management, and disposition thereof and over the management and conduct of the affairs of the Liquidating Debtors, provided, however, that notwithstanding anything in this Agreement, the powers and authority of the Plan Administrator shall in all respects be subject to the terms of the Plan and Confirmation Order and, at the sole discretion of the Oversight Committee, the Oversight Committee may, but is not required to, designate a Person to serve as co-signatory with the Plan Administrator on such bank and/or other investment accounts maintained from time to time by the Plan Administrator, as shall be determined by the Oversight Committee. The Plan Administrator shall execute all agreements and other documents with the signature "as Plan Administrator."

(b) In connection with the management and use of the assets of the Liquidating Debtors, subject to the rights of the Oversight Committee as set forth herein and in the Plan, the duties and powers of the Plan Administrator shall include the following, in addition to any powers conferred on the Plan Administrator by any other provision of this Agreement, but in all cases shall be consistent with the provisions of the Confirmation Order, the terms of the Plan and/or applicable orders of the Bankruptcy Court:

(i) take all steps and execute all instruments and documents necessary to make Distributions to Holders of Allowed Claims;

(ii) subject to the conditions set forth in the Plan, take all steps and execute all instruments and documents necessary to make Distributions, if any, to Holders of Interests and Subordinated Claims;

(iii) object to Disputed Claims, Administrative Claims and Professional Fee Claims as provided in the Plan and prosecute such objections;

(iv) resolve, compromise and/or settle any objections to the amount, validity, priority, treatment, allowance or priority of Claims, including Administrative Claims, or Interests, and administer and adjust the Claims register to reflect any such settlements or compromises;

(v) prepay, without penalty, all or any portion of an allowed Administrative Claim, Allowed Priority Tax Claim, Allowed Priority Non-Tax Claim or Allowed Secured Claim at any time;

(vi) comply with the Plan and the obligations hereunder;

(vii) if necessary, employ, retain or replace professionals to represent it with respect to its responsibilities;

(viii) establish, replenish or release reserves as provided in the Plan, as applicable;

(ix) wind down and administer employee benefit and health plans, including 401(k) plans and stock plans;

(x) liquidate the Liquidating Debtor entities;

(xi) take all actions necessary or appropriate to enforce the Liquidating Debtors' rights under any order authorizing the sale of assets, and any related document and to fulfill, comply with or otherwise satisfy the Liquidating Debtors' covenants, agreement and obligations under any such sale and any related document;

(xii) enter into transactions deemed necessary or appropriate to effect the sale, liquidation, dissolution, winding-up or other disposition of the Liquidating Debtors (or their assets), and may take any and all actions that may be necessary or appropriate to effect such transactions;

(xiii) make all determinations on behalf of the Liquidating Debtors under any sale;

(xiv) maintain books and records and prepare and file applicable tax returns for any of the Liquidating Debtors;

(xv) seek to resolve tax liability pursuant to Bankruptcy Code § 505;

(xvi) take any and all actions necessary or appropriate to comply with all withholding, payment, and reporting requirements imposed by any federal state, local or foreign taxing authority;

(xvii) liquidate or administer through sale, prosecution, compromise or release any of the assets of the Liquidating Debtors;

(xviii) deposit funds of the Liquidating Debtors, draw checks and make disbursements consistent with the terms of the Plan;

(xix) purchase or continue insurance protecting the Liquidating Debtors, the Plan Administrator, their respective representatives, agents, employees or independent contractors, and the property of the Liquidating Debtors, with respect to the Chapter 11 Cases;

(xx) seek entry of a final decree in the Chapter 11 Cases at the appropriate time;

(xxi) take all actions necessary or appropriate to enforce, prosecute, pursue, defend, compromise, settle or otherwise resolve any and all litigations and Causes of Action (subject to the consent of the Oversight Committee for settlements in the amount of $100,000.00 and above), including, but not limited to, litigation with GlaxoSmithKline LLC, employee-related litigations, securities-related litigations, and insurance-related claims;

(xxii) perform such other acts and undertake such other conduct as the Plan Administrator believes is necessary to carry out the purposes and intent of the Plan;

(xxiii) execute and file documents and take all other actions as may be necessary and appropriate relating to the merger of the Affiliate Debtors into Dendreon under the laws of the State of Delaware;

(xxiv) execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents, and take such actions as may be necessary or appropriate to further evidence the terms and conditions of the Plan and the conveyance and transfer of assets and liabilities provided for by the Asset Purchase Agreement; and

(xxv) to file periodic reports with the Bankruptcy Court.

(c) The Plan Administrator shall not at any time enter into or engage in any trade or business, and the Plan Administrator shall not use or dispose of any assets of the Liquidating Debtors in furtherance of any trade or business. All Cash, Stock or other property held or collected by the Liquidating Debtors shall be used solely for the purposes contemplated by the Plan or this Agreement.

(d) On the Plan Termination Date, the Plan Administrator shall request that the Court enter an order closing the Chapter 11 Cases.

Section 2.2 Retention of Attorneys, Accountants and Other Professionals. The Plan Administrator may cause the Liquidating Debtors to retain professionals and to pay professionals and expenses of the Oversight Committee (collectively, the "Professionals") to aid the Plan Administrator and/or the Oversight Committee in the performance of their responsibilities pursuant to the terms of the Plan and this Agreement including, without limitation, the assertion of Causes of Action, reconciliation of Disputed Claims, and liquidation and distribution of assets of the Liquidating Debtors. The Professionals retained by the Liquidating Debtors and/or the Oversight Committee may include:

(a) law firm(s) as the Oversight Committee may deem advisable to aid the Liquidating Debtors and/or the Oversight Committee in the performance of their respective duties and to perform such other functions as may be appropriate to carry out the primary purposes of the Plan. The Liquidating Debtors and the Oversight Committee shall not be precluded from retaining any professional by virtue of such professional's employment during the course of the Chapter 11 Cases. For the avoidance of doubt, members of the Oversight Committee shall be entitled to use their respective law firms in connection with the performance of their duties and functions. The Plan Administrator may commit the Liquidating Debtors to, and shall pay, such law firm's or law firms' reasonable compensation from the Wind-down Reserve for services rendered and expenses incurred, which expenses may include, without limitation, the fees and expenses of Persons retained by such counsel to perform any services or otherwise assist in connection with the prosecution of Causes of Action, including, without limitation, expert witnesses and consultants. The Plan Administrator may also engage such law firm(s) on a contingent fee basis as permitted by applicable law;

(b) An independent public accounting firm to, if necessary, audit the financial books and records of the Liquidating Debtors, to prepare and file all federal, state and local tax returns and related tax forms on behalf of the Liquidating Debtors that the Plan Administrator is obligated to prepare, provide and file, and to perform such other reviews and/or audits as the Plan Administrator may deem advisable to carry out the obligations of the Liquidating Debtors. The Plan Administrator may commit the Liquidating Debtors to, and shall pay, such accounting firm reasonable compensation from the Wind-down Reserve for services rendered and expenses incurred; and

(c) Such other accountants, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as are advisable to carry out the obligations of the Liquidating Debtors and effectuate the terms of the Plan. The Plan Administrator may commit the Liquidating Debtors to and may pay all such Persons reasonable compensation from the Wind-down Reserve for services rendered and expenses incurred.

ARTICLE III

THE PLAN ADMINISTRATOR AND THE OVERSIGHT COMMITTEE

Section 3.1 Function of the Oversight Committee. The Plan Administrator shall consult with, and seek the consent of, the Oversight Committee as to those matters set forth in the Plan, including, without limitation: (i) amending the Wind-down Budget, from time to time after entry of the Confirmation Order, pursuant to Section 1.2 of the Plan; (ii) establishing and administering any necessary reserves that may be required under the Plan or this Agreement, and making any transfers of money between such reserves, pursuant to Section 5.9(e) of the Plan; (iii) pursuing the Causes of Action, including enforcing, prosecuting and settling or compromising (subject to the consent of the Oversight Committee for settlements in the amount of $100,000.00 and above) the Causes of Action, pursuant to Section 5.12 of the Plan; (iv) establishing a liquidating trust, on or prior to December 31, 2015, in furtherance of the liquidation of the Liquidating Debtors and as necessary to comply with section 8.1(h) of the Asset Purchase Agreement, pursuant to Section 5.2 of the Plan; and (v) settling or compromising any Disputed Claim in the amount of $100,000.00 and above, pursuant to Section 6.9(a) of the Plan.

Section 3.2 Membership and Compensation of the Oversight Committee. The membership and compensation terms for members of the Oversight Committee shall be as set forth in the Plan.

Section 3.3 Appointment of Plan Administrator. The appointment of the Plan Administrator shall be as of the Effective Date.

Section 3.4 Resignation of the Plan Administrator. The Plan Administrator may resign by giving not less than thirty (30) days' prior written notice to the Oversight Committee. Such resignation, which shall be applicable to the Plan Administrator in its capacity as such, shall become effective upon the appointment by the Oversight Committee of a successor Plan Administrator in accordance with Section 3.7 hereof.

Section 3.5 Removal of Plan Administrator. At any time, the Oversight Committee may remove the Plan Administrator without cause upon thirty (30) days' prior notice.

Section 3.6 Continuity; Appointment of Successor Plan Administrator. The death, resignation, or removal of the Plan Administrator shall not operate to terminate any agency or employment created by this Agreement or invalidate any action theretofore taken by the Plan Administrator. In the event of a vacancy by reason of death, incapacity or immediate removal of the Plan Administrator or prospective vacancy by reason of resignation or removal, the Oversight Committee shall appoint a successor Plan Administrator. The successor Plan Administrator, without any further act, shall (a) become vested with all the rights, powers, and duties of the Plan Administrator, (b) become the sole shareholder of the parent Debtor and (c) be entitled to designate a replacement as sole officer, director or manager of the Liquidating Debtors (as applicable); provided, however, that no Plan Administrator shall be liable for the acts or omissions of any prior or later Plan Administrator. The Plan Administrator hereby irrevocably grants to, and appoints, the Oversight Committee its proxy in order to make any

transfers of the sole share of the parent Debtor's common stock in the event of a change in the Plan Administrator. In the event that a vacancy exists and no successor Plan Administrator has been appointed, and until such time as an appointment has been made, the Oversight Committee shall have the right to transfer the sole share of the parent Debtor's common stock as and how it shall determine at such time. Every successor Plan Administrator appointed hereunder shall execute, acknowledge, and deliver to the Oversight Committee an instrument accepting such appointment subject to the terms and provisions hereof.

Section 3.7 Standard of Care. None of the Plan Administrator, members of the Oversight Committee, their respective affiliates and agents or any of their respective officers, directors and employees to the fullest extent permitted by applicable law, shall be personally liable to any person for actions taken under or pursuant to this Agreement or otherwise as Plan Administrator, except to the extent that its, his or her own acts constitutes willful misconduct, gross negligence, bad faith or fraud.

Section 3.8 Indemnification. The Liquidating Debtors shall indemnify and hold harmless (i) the Plan Administrator (in its capacity as such and as officer and director of the Liquidating Debtors), (ii) such individuals that may serve as officers and directors of the Liquidating Debtors, if any, (iii) the members of the Oversight Committee, and (iv) Professionals retained by the Liquidating Debtors or members of the Oversight Committee (collectively, the "Indemnified Parties"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Indemnified Party's willful misconduct or gross negligence, with respect to the Liquidating Debtors or the implementation or administration of the Plan or this Agreement. To the extent an Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to the Liquidating Debtors in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Indemnified Party (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined that such Indemnified Party is not entitled to be indemnified therefore) out of the Wind-down Reserve or any insurance purchased using the Wind-down Reserve. The indemnification provisions of the this Agreement shall remain available to and be binding upon any former Plan Administrator or the estate of any decedent of the Plan Administrator and shall survive the termination of this Agreement.

Section 3.9 Insurance. The Plan Administrator acknowledges that it has adequate insurance and does not require additional insurance with respect to its obligations hereunder. Notwithstanding the foregoing, the Plan Administrator shall be authorized to obtain and pay for out of the Wind-down Reserve all reasonably necessary insurance coverage for itself, its agents, representatives, employees or independent contractors, and the Liquidating Debtors, in connection with these Chapter 11 Cases, including, but not limited to, coverage with respect to (i) any property that is or may in the future become the property of the Liquidating Debtors and (ii) the liabilities, duties and obligations of the Plan Administrator and its agents, representatives, employees or independent contractors under this Agreement (in the form of an errors and omissions policy or otherwise), the latter of which insurance coverage may remain in effect for a reasonable period of time as determined by the Plan Administrator after the termination of this Agreement.

Section 3.10 Reliance by the Plan Administrator. The Plan Administrator and the members of the Oversight Committee may rely, and shall be fully protected personally in acting or refraining from acting if it relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Plan Administrator has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of the Plan Administrator's willful misconduct, gross negligence, willful disregard of the Plan Administrator's duties or material breach of this Agreement, the Plan Administrator may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting thereon. The Plan Administrator may consult with counsel and other professionals with respect to matters in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administration. The Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon. The Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan or any other document executed in connection therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

Section 3.11 Action Upon Instructions. If in performing the Plan Administrator's duties under this Agreement, the Plan Administrator is required to decide between alternative courses of action, or the Plan Administrator is unsure of the application of any provision of this Agreement or the Plan, then the Plan Administrator may promptly deliver a notice to the Oversight Committee requesting written instructions as to the course of action to be taken by the Plan Administrator. If the Plan Administrator does not receive such written directions within ten (10) Business Days after the Plan Administrator has delivered such notice, the Plan Administrator may, but shall be under no duty to, take or refrain from taking such action not inconsistent with this Agreement as the Plan Administrator shall deem advisable. If the Plan Administrator does not receive direction from the Oversight Committee within such ten (10) Business Day period or the Plan Administrator believes that a court order is necessary or advisable to protect the interests of the Beneficiaries or to otherwise determine the Plan Administrator's rights or duties in any respect under this Agreement, then the Plan Administrator may apply to the Bankruptcy Court for a determination as to the course of action to be taken by the Plan Administrator.

Section 3.12 Investment Obligations. The Plan Administrator shall invest and reinvest the liquid assets of the Liquidating Debtors consistent with the obligations of a Plan Administrator under Bankruptcy Code section 345 and otherwise pursuant to any Oversight Committee authorization. The Plan Administrator shall not be liable in any way for any loss or other liability arising from any investment, or the sale or other disposition of any investment, made in accordance with this Section 3.12, except for any such loss or liability arising from the Plan Administrator's gross negligence, willful misconduct or bad faith.

Section 3.13 Reliance by Persons Dealing with the Plan Administrator. In the absence of actual knowledge to the contrary, any person dealing with the Liquidating Debtors shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Liquidating Debtors, and shall have no obligation to inquire into the existence of such authority.

Section 3.14 Compensation. The Plan Administrator shall be compensated from the Wind-down Reserve and shall receive the same hourly compensation and reimbursement of expenses as authorized by the Bankruptcy Court during the Debtors' Chapter 11 Cases. Any Professionals retained by the Liquidating Debtors or members of the Oversight Committee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred from the Wind-down Reserve. The payment of the fees and expenses of the Plan Administrator and the Professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Court; provided, however, that any disputes related to such fees and expenses shall be brought before the Court.

Section 3.15 Liquidating Trust. In furtherance of the liquidation of the Liquidating Debtors and as necessary to comply with section 8.1(h) of the Asset Purchase Agreement, on or prior to December 31, 2015, a liquidating trust may be established pursuant to documentation, including a liquidating trust agreement, approved by the Liquidating Debtors and the Oversight Committee, for the primary purpose of receiving assets of the Liquidating Debtors, continuing the wind-down of the Liquidating Debtors in a commercially reasonably but expeditious manner, and distributing any such assets pursuant to this Plan, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to and consistent with, the liquidating purpose of the trust (any such trust, the "Liquidating Trust"). If established, the Liquidating Trust shall be structured in accordance with Section 5.2(a) of the Plan. Unless the Oversight Committee determines otherwise, the Plan Administrator or, if appropriate, an employee of the Plan Administrator shall serve as Trustee of the Liquidating Trustee. Craig R. Jalbert and Keith D. Lowey are acceptable employees of V&L to serve as Trustee of the Liquidating Trust.

ARTICLE IV

TERMINATION

Section 4.1 Termination. This Agreement shall terminate upon the dissolution of the Liquidating Debtors and the entry of an order by the Bankruptcy Court closing the Chapter 11 Cases.

Section 4.2 Obligations of the Plan Administrator upon Termination. As soon as practicable after the Plan Administrator exhausts substantially all of the assets of the Liquidating Debtors by making the final Distribution of Cash under the Plan (subject to a reasonable reserve for the costs associated with the following Termination obligations), the Plan Administrator shall at the expense of the Liquidating Debtors: file the necessary paperwork in the state of Delaware to effectuate the dissolution of the Liquidating Debtors in accordance with the laws of such jurisdiction and File the necessary documents to close the Chapter 11 Cases.

Section 4.3 No Other Duties or Obligations. Except as otherwise specifically provided herein, after the termination of this Agreement pursuant to Section 4.1 above, the Plan Administrator shall have no further duties or obligations hereunder.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.2 Amendment and Waiver. This Agreement may be amended or modified as necessary to implement the provisions of the Plan. This Agreement may not be amended except by an instrument executed by the Oversight Committee, Liquidating Debtors and the Plan Administrator.

Section 5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction.

Section 5.4 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

Section 5.5 Severability; Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

Section 5.6 Notices. Any notice or other communication hereunder shall be via email and in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of five (5) Business Days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

Plan Administrator:

Verdolino & Lowey, P.C.
124 Washington Street, Suite 101
Foxboro, MA 02035
Attn: Craig R. Jalbert
Title: Principal
Telephone: (508) 543-1720

Fax: (508) 543-4114
Email: cjalbert@vlpc.com

The Liquidating Debtors:

c/o Verdolino & Lowey, P.C.
124 Washington Street, Suite 101
Foxboro, MA 02035
Attn: Craig R. Jalbert
Title: Principal
Telephone: (508) 543-1720
Fax: (508) 543-4114
Email: cjalbert@vlpc.com

Oversight Committee:

Steven D. Pohl
Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Telephone: (617) 856-8200
Fax: (617) 856-8201
Email: spohl@brownrudnick.com

John C. Longmire
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019-6099
Telephone: (212) 728-8574
Fax: (212) 728-9574
Email: jlongmire@willkie.com

Mark U. Schneiderman PC
Albion & Heath LLC
157 Columbus Ave, 4th Floor
New York, NY 10023
Telephone: (212) 804-8738
Fax: (703) 229-6322
Email: mark.schneiderman@albionheath.com

Section 5.7 Change of Address. Any entity may change the address at which it is to receive notices under this Agreement by furnishing written notice to the parties listed in Section 5.6. Such change of address shall be effective ten (10) Business Days after service of such notice.

Section 5.8 Relationship to Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and Confirmation Order. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan or Confirmation Order, the provisions of the Plan and Confirmation Order control; provided, however, that provisions of this Agreement adopted by amendment and approved by the Bankruptcy Court following substantial consummation (as such term is used in Section 1127(b) of the Bankruptcy Court) shall control over provisions of the Plan.

Section 5.9 Meaning of Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, and words importing the singular number include the plural number and vice versa.

Section 5.10 Retention of Jurisdiction. As provided in Article XI of the Plan, the Bankruptcy Court shall retain jurisdiction over the Liquidating Debtors to the fullest extent permitted by law, including, but not limited to, for the purpose of interpreting and implementing the provisions of this Agreement.

Section 5.11 Assignment. Neither this Agreement nor any of the rights, duties or obligations of either of the parties hereto may be assigned without Bankruptcy Court approval.

Section 5.12 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding on and shall inure to the benefit of each of the Parties and their respective successors and assigns, except as otherwise provided herein. Neither Party may assign, transfer, hypothecate or otherwise convey its respective rights, benefits, obligations or duties hereunder without the prior express written consent of the other Party. Any such purported assignment, transfer, hypothecation or other conveyance by any Party without the prior express written consent of the other Party shall be null and void and of no force or effect. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of the Parties with respect to the transactions contemplated hereby and no Person shall be a third party beneficiary of any of the terms and provisions of this Agreement.

Section 5.13 Effective Date. This Agreement shall become effective on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Plan Administrator Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

DENDREON CORPORATION.

By:_____

Name: Robert L. Crotty
Title: President, General Counsel and Secretary

VERDOLINO & LOWEY P.C., as Plan Administrator

By:_____

Name: Craig R. Jalbert
Title: Principal

EXHIBIT B

Contracts To Be Assumed Under Plan[1]

The Debtors will assume under the Plan any and all insurance policies maintained by the Debtors that have not expired, terminated or been assigned pursuant to their own terms on or before the Effective Date of the Debtors' plan of liquidation, including but not limited to policies providing directors and officers insurance coverage, products liability insurance coverage, fiduciary liability insurance coverage or employment practices liability insurance coverage, along with the contracts set forth herein.

Contract Counterparty	Contract Type	Cure Amount
National Union Fire Ins. Co. of Pittsburgh	Employed Lawyers Liability (013404282)	$0
National Union Fire Ins. Co. of Pittsburgh	Fiduciary Liability (013404722)	$0
National Union Fire Ins. Co. of Pittsburgh	Directors & Officers Liability (01-297-06-67)	$0
Lloyd's - Beazley UK / Hiscox UK	Directors & Officers Liability (FD1481232)	$0
XL Specialty Insurance Company	Directors & Officers Liability (ELU134749-14)	$0
Starr Indemnity & Liability Company	Directors & Officers Liability (SISIXFL21024514)	$0
Lloyd's - Beazley UK	Directors & Officers Liability (FD1481000)	$0
Lloyd's - Beazley UK / Hiscox UK	Directors & Officers Liability (FD1481245)	$0
Hudson Insurance Company	Directors & Officers Liability (HN-0303-3045-061514)	$0
Old Republic Insurance Company	Directors & Officers Liability (CUG 36767)	$0
National Union Fire Ins. Co. of Pittsburgh	Directors & Officers Liability (01-303-20-78)	$0
ACE American Insurance Company	Directors & Officers Liability (DOX G24584410 003)	$0
Old Republic Insurance Company	Directors & Officers Liability (CUG 36768)	$0
Argonaut Insurance Company	Directors & Officers Liability (MLX 7600956 00)	$0
National Union Fire Ins. Co. of Pittsburgh	Directors & Officers Liability (01-308-57-94)	$0
ACE Bermuda	Directors & Officers Liability (DNDN-13040D)	$0
National Union Fire Ins. Co. of Pittsburgh	Directors & Officers Liability (01-308-66-19)	$0
Western Surety Company (Bond)	Notary Public Errors and Omissions Group Policy (69696654)	$0
Fidelity Management Trust Company	Services Agreement	$0

[1] The inclusion by the Debtors of an agreement on this Exhibit B does not constitute an admission by the Debtors that such agreement is an executory contract or unexpired lease.

EXHIBIT C

Non-Exclusive List of Retained Claims and Causes of Action

The following is a non-exclusive list of potential or actual parties against whom the Debtors could assert or have asserted a claim or cause of action, which claims and causes of action are being retained by the Debtors under the Plan and pursuant to the authority of Bankruptcy Code section 1123(b)(3)(B). Capitalized terms not defined herein are used as defined in the Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors. The Debtors reserve their rights to modify this list to amend parties or otherwise update this list, but disclaim any obligation to do so. In addition to possible causes of action and claims against the persons or entities listed herein, the Debtors may have, in the ordinary course of business, causes of action, claims, or rights against vendors or others with whom they deal in the ordinary course of business ("Ordinary Course Claims") to the extent such causes of action, claims or rights have not been assigned to a third party. The Plan Administrator reserves its right to enforce, sue on, settle or compromise (or decline to do any of the foregoing) the Ordinary Course Claims and all other claims and causes of action of the Debtors and the Estates in accordance with the terms of the Plan, including but not limited to the specific claims and causes of action described below, subject to any release, exculpations and/or indemnifications in the Plan and/or the Sale Order or the transfer of any such claims and causes of actions pursuant to the Sale Order:

Any and all outstanding accounts receivable balances owed to one or more of the Debtors.
Any and all present and former utility service providers holding pre- or postpetition deposits.
Any and all pending federal and state tax actions and appeals.
Any and all claims of the Debtors not released under the Plan.
Any and all pending prepetition litigation, including (i) any prepetition litigation for which the Debtors maintain insurance coverage and (ii) prepetition claims, counterclaims and/or crossclaims in that certain prepetition litigation with GlaxoSmithKline, LLC.
Any and all rights and claims under contracts, leases, loan agreements, syndications, or any other agreement not cancelled pursuant to the Plan, including but not limited to collection actions and claims.
Any and all objections to claims asserted under Bankruptcy Code section 502 against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.
Any and all objections to claims asserted under Bankruptcy Code section 503(b) against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.
Any and all objections to secured claims against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or otherwise asserted.
Any and all objections to claims asserted under Bankruptcy Code section 507 against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or otherwise asserted.
The Plan Administrator expressly reserves all rights, defenses and counterclaims against any person or entity that has asserted or could assert a claim against the Debtors.

ALL OF THE ABOVE PERSONS OR ENTITIES INCLUDE THEIR AGENTS, EMPLOYEES, PROFESSIONALS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SUCCESSORS, AFFILIATES AND ASSIGNS. THE DEBTORS EXPRESSLY RESERVE THE RIGHT TO AMEND OR SUPPLEMENT THIS LIST AT ANY TIME PRIOR TO THE CONFIRMATION HEARING.

EXHIBIT D

Amended Certificate of Incorporation and Bylaws

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

DENDREON CORPORATION

The undersigned, [Name of Plan Administrator representative], certifies that [he/she] is the President, Treasurer and Secretary of Dendreon Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and does hereby further certify as follows:

(1) The name of the Corporation is Dendreon Corporation.

(2) The name under which the Corporation was originally incorporated was Activated Cell Therapy, Inc. and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on August 14, 1992.

(3) On November 10, 2014, the Corporation and certain of its wholly-owned subsidiaries (together with the Corporation, the "Debtors") filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") seeking relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Chapter 11 cases are being jointly administered under the caption "In re Dendreon Corporation *et. al*." Case No. 14-12515. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242, 245 and 303 of the General Corporation Law of the State of Delaware (the "DGCL"), pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the [Second Amended] Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors dated as of [●], 2015, as confirmed on [●], 2015 by order (the "Order") of the Bankruptcy Court (Case No. 14-12515) (the "Plan"). Provision for the filing of this Amended and Restated Certificate of Incorporation is contained in the Plan as confirmed by the Order of the Bankruptcy Court having jurisdiction under the Bankruptcy

Code for the liquidation of the Corporation under Chapter 11 of the Bankruptcy Code.

(4) This Amended and Restated Certificate of Incorporation has been duly executed and acknowledged by an officer of the Corporation in accordance with the provisions of Section 242, 245 and 303 of the DGCL.

(5) The text of the Amended and Restated Certificate of Incorporation of the Corporation as amended hereby is restated to read in its entirety, as follows:

FIRST: The name of the Corporation is Dendreon Corporation.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, 19801. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in the DGCL.

FOURTH:

(1) Authorized Stock Following Effective Date: Upon the effective date of the Plan (the "Effective Date"), following cancellation of all Interests (as defined in the Plan) in accordance with and subject to the terms of the Plan, the total number of shares of stock that the Corporation shall have the authority to issue is one share of common stock, par value $0.001 per share, ownership of which shall be limited to the Plan Administrator (as defined in the Plan).

(2) Prohibition on Issuance of Nonvoting Equity Securities: From and after the Effective Date, the Corporation shall be prohibited from issuing non-voting equity securities in accordance with Section 1123(a)(6) of the Bankruptcy Code.

(3) Dividends: Dividends upon the capital stock of the Corporation may be declared by the Board of Directors only to the extent permitted under the Plan, and any such dividends shall be declared and paid subject to, and in accordance with, the requirements of the DGCL and the terms of the Plan.

FIFTH:

(1) Immediately upon the occurrence of the Effective Date, the Plan Administrator shall serve as the sole shareholder of the Corporation and a representative of the Plan Administrator designated in accordance with the terms of the Plan Administrator Agreement (as defined in the Plan) shall serve as the sole officer and director of the Corporation.

(2) The business and affairs of the Corporation shall be managed by or under the authority of the Plan Administrator, who shall have all power and authority, as set forth in, and subject to the terms of, the Plan and the Plan Administrator Agreement, that may or could have been exercised by any officer, director, shareholder or other party acting in the name of the Corporation or its estate with like effect as if duly authorized, exercised and taken by action of such officers, directors, shareholders or other party. The Plan Administrator, or its representative designated in accordance with the terms of the Plan Administrator Agreement, will be authorized to execute, deliver, file or record such documents, instruments, releases and other agreements and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

(3) The Corporation shall retain and have all the rights, powers and duties necessary to carry out its responsibilities under the Plan. Such rights, powers and duties shall be exercisable by the Plan Administrator on and after the Effective Date on behalf of the Corporation pursuant to, and subject to the terms of, the Plan and the Plan Administrator Agreement. The activities of the Corporation shall be limited to matters authorized under the Plan.

(4) The Plan Administrator, as sole shareholder, and the representative of the Plan Administrator designated in accordance with the terms of the Plan Administrator Agreement, as sole director, shall have the power to make, alter, amend, change, add to or repeal the By-Laws of the Corporation. No By-Laws hereafter adopted by the Plan Administrator or its representative shall invalidate any prior act of the directors which would have been valid if such By-Laws had not been adopted.

(5) Election of the sole director need not be by written ballot unless the By-Laws so provide.

SIXTH:

(1) No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article SIXTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

(2) The Corporation shall indemnify and hold harmless (i) the Plan Administrator (in its capacity as such and as officer and director of the Corporation), (ii) such individuals that may serve as officers and directors of the Corporation, if any, (iii) the Oversight Committee (as defined in the Plan) and (iv) the Plan Administrator Professionals (as defined in the Plan) (collectively, the "Indemnified Parties"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Indemnified Party's willful misconduct or gross negligence, with respect to the Corporation or the implementation or administration of the Plan or Plan Administrator Agreement. To the extent an Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to the Plan Administrator in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Indemnified Party (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined that such Indemnified Party is not entitled to be indemnified therefore) out of the Wind-down Reserve (as defined in the Plan) or any insurance purchased using the Wind-down Reserve. The indemnification provisions of the Plan Administrator Agreement shall remain available to and be binding upon any former Plan Administrator or the estate of any decedent of the Plan Administrator and shall survive the termination of the Plan Administrator Agreement.

(3) Any obligations of the Corporation pursuant to its certificate of incorporation, by-laws or agreements, including amendments, entered into any time prior to the Effective Date, to indemnify, reimburse or limit the liability of any

Person pursuant to the Corporation's certificate of incorporation, by-laws, policy of providing employee indemnification, applicable state law or specific agreement in respect of any claims, demands, suits, causes of action or proceedings against such Persons based upon any act or omission related to such Persons' service with, for or on behalf of the Corporation prior to the Effective Date with respect to all present and future actions, suits and proceedings relating to the Corporation shall survive confirmation of the Plan and except as set forth in the Plan, remain unaffected thereby, and shall not be discharged, irrespective of whether such defense, indemnification, reimbursement or limitation of liability accrued or is owed in connection with an occurrence before or after the Petition Date (as defined in the Plan); provided, however, that all such obligations shall be limited solely to available insurance coverage and neither the Corporation, the Plan Administrator nor any of their assets shall be liable for any such obligations. This provision for indemnification obligations shall not apply to or cover any Claims (as defined in the Plan), suits or actions against a Person that result in a final order determining that such Person is liable for fraud, willful misconduct, gross negligence, bad faith, self-dealing or breach of the duty of loyalty.

SEVENTH: Meetings of the sole stockholder may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation.

EIGHTH: This Amended and Restated Certificate of the Corporation may be amended, modified or repealed and new provisions adopted as permitted by law.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer as of the ____ day of _____, 2015.

Dendreon Corporation

By: _____
Name: [ ]
Title: President, Treasurer and Secretary

AMENDED AND RESTATED BY-LAWS

OF

DENDREON CORPORATION

A Delaware Corporation

Effective [_____], 2015

These Amended and Restated By-Laws of Dendreon Corporation (the "Corporation") were duly adopted in accordance with the provisions of Section 303 of the General Corporation Law of the State of Delaware (the "DGCL"), pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the [Second Amended] Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors dated as of [●], 2015 (the "Plan"), as confirmed on [●], 2015 by order (the "Order") of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Case No. 14-12515). Provision for the making of these Amended and Restated By-Laws is contained in the Plan as confirmed by the Order of the Bankruptcy Court having jurisdiction under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") for the liquidation of the Corporation under Chapter 11 of the Bankruptcy Code.

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OF

DENDREON CORPORATION

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by the DGCL.

Section 2. Annual Meetings. The Annual Meeting of Stockholders for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the Annual Meeting of Stockholders.

Section 3. Special Meetings. Unless otherwise required by law or by the certificate of incorporation of the Corporation, as amended and restated from time to time (the "Certificate of Incorporation"), Special Meetings of Stockholders, for any purpose or purposes, may be called by either (i) the President or (ii) the Secretary, and shall be called by any such officer at the request in writing of (i) the Board of Directors or (ii) stockholders owning a majority of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. At a Special Meeting of Stockholders, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto).

Section 4. Notice. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, written notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to notice of and to vote at such meeting.

Section 5. Adjournments. Any meeting of the stockholders may be adjourned from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business

which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting in accordance with the requirements of Section 4 hereof shall be given to each stockholder of record entitled to notice of and to vote at the meeting.

Section 6. Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 5 hereof, until a quorum shall be present or represented.

Section 7. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-Laws, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the vote of the holders of a majority of the total number of votes of the Corporation's capital stock represented at the meeting and entitled to vote on such question, voting as a single class. Unless otherwise provided in the Certificate of Incorporation, and subject to Section 11(a) of this Article II, each stockholder represented at a meeting of the stockholders shall be entitled to cast one (1) vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy as provided in Section 8 of this Article II. The Board of Directors, in its

discretion, or the officer of the Corporation presiding at a meeting of the stockholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 8. Proxies. Each stockholder entitled to vote at a meeting of the stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder as proxy, but no such proxy shall be voted upon after three years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, the following shall constitute a valid means by which a stockholder may grant such authority:

(i) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or such stockholder's authorized officer, director, employee or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means, including, but not limited to, by facsimile signature.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such telegram, cablegram or other means of electronic transmission must either set forth or be submitted with information from which it can be determined

that the telegram, cablegram or other electronic transmission was authorized by the stockholder. If it is determined that such telegrams, cablegrams or other electronic transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information on which they relied.

Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided, however, that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 9. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each stockholder who signs the consent

and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this Section 9 to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section 9, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Any copy, facsimile or other reliable reproduction of a consent in

writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation as provided above in this Section 9.

Section 10. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be

open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 11. Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting,

when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 12. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 10 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of the stockholders.

Section 13. Conduct of Meetings. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the

following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants.

ARTICLE III

DIRECTORS

Section 1. Number and Election of Directors. The Board of Directors shall consist of not less than one nor more than fifteen members, the exact number of which shall be fixed by the Certificate of Incorporation. Except as provided in Section 2 of this Article III, directors shall be elected by a plurality of the votes cast at each Annual Meeting of Stockholders and each director so elected shall hold office until the next Annual Meeting of Stockholders and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. Directors need not be stockholders.

Section 2. Vacancies. Unless otherwise required by law or the Certificate of Incorporation, vacancies on the Board of Directors arising through death, resignation, removal, an increase in the number of directors constituting the Board of Directors or otherwise may be filled only by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. The directors so chosen shall, in the case of the Board of Directors, hold

office until the next annual election and until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

Section 3. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the President, or by any director. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, telegram or electronic means on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Organization. At each meeting of the Board of Directors, a director chosen by a majority of the directors present, shall act as chairman. Except as provided below, the Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors. In case the Secretary shall be absent from any meeting of the Board of Directors, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 6. Resignations and Removals of Directors. Any director of the Corporation may resign from the Board of Directors at any time, by giving notice in writing or

by electronic transmission to the President or the Secretary of the Corporation. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by applicable law, any director or the entire Board of Directors may be removed from office at any time by the affirmative vote of the holders of at least a majority in voting power of the issued and outstanding capital stock of the Corporation entitled to vote in the election of directors.

Section 7. Quorum. Except as otherwise required by law, or the Certificate of Incorporation, at all meetings of the Board of Directors, a majority of the entire Board of Directors (or if the Board of Directors is comprised of a sole director, then one director) shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 8. Actions of the Board by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if all the members of the Board of Directors consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 9. Meetings by Means of Conference Telephone. Unless otherwise provided in the Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation may participate in a meeting of the Board of Directors by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 9 shall constitute presence in person at such meeting.

Section 10. Compensation. Subject to, and in accordance with the terms of, the Plan Administrator Agreement (as defined in the Plan), the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors also may choose other officers in its discretion. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation. Compensation paid to officers of the Corporation shall be paid subject to, and in accordance with the terms of, the Plan Administrator Agreement.

Section 2. Election. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders (or action by written consent of stockholders in lieu of the

Annual Meeting of Stockholders), shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise

signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these By-Laws, the Board of Directors or the President. The President shall preside at all meetings of the stockholders and, provided the President is also a director, the Board of Directors. If the Board of Directors shall so designate, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these By-Laws or by the Board of Directors.

Section 5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings thereat in a book or books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 6. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of the Treasurer and for the restoration to the Corporation, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Corporation.

Section 7. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Shares of Stock. The shares of capital stock of the Corporation shall be represented by a certificate, unless and until the Board of Directors of the Corporation

adopts a resolution permitting shares to be uncertificated. Notwithstanding the adoption of any such resolution providing for uncertificated shares, every holder of capital stock of the Corporation theretofore represented by certificates and, upon request, every holder of uncertificated shares, shall be entitled to have a certificate for shares of capital stock of the Corporation signed by, or in the name of the Corporation by, (a) the Chief Executive Officer or the President, and (b) the Treasurer or the Secretary, certifying the number of shares owned by such stockholder in the Corporation.

Section 2. Signatures. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate or uncertificated shares.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation, and in the case of certificated shares of stock, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; or, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form; provided, however, that such surrender and endorsement, compliance or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. With respect to certificated shares of stock, every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 5. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director or stockholder, such

notice may be given by mail, addressed to such director or stockholder, at such person's address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under applicable law, the Certificate of Incorporation or these By-Laws shall be effective if given by a form of electronic transmission if consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed to be revoked if (i) the Corporation is unable to deliver by electronic transmission two (2) consecutive notices by the Corporation in accordance with such consent and (ii) such inability becomes known to the Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, that the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given by electronic transmission, as described above, shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder. Notice to directors may be given personally or by telegram, telex, cable or by means of electronic transmission.

Section 2. Waivers of Notice. Whenever any notice is required by applicable law, the Certificate of Incorporation or these By-Laws, to be given to any director or stockholder,

a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver by electronic transmission by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Annual or Special Meeting of Stockholders or any regular or special meeting of the directors need be specified in any written waiver of notice unless so required by law, the Certificate of Incorporation or these By-Laws.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Plan Administrator. Notwithstanding any provision in these By-Laws to the contrary, the Plan Administrator (as defined in the Plan) shall have all power and authority, as set forth in the Plan and the Plan Administrator Agreement, that may be or could have been exercised by any officer, director, shareholder or other party acting in the name of the Corporation or its estate with like effect as if duly authorized, exercised and taken by action of such officers, directors, shareholders or other party.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on January 1st and end on December 31st of each calendar year.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments. These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted in accordance with the Certificate of Incorporation.

Section 2. Entire Board of Directors. As used in this Article VIII and in these By-Laws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

* * *

Adopted as of: _____

Last Amended as of: _____

AMENDED AND RESTATED

CERTIFICATE OF FORMATION

OF

DENDREON DISTRIBUTION, LLC

Pursuant to Section 18-208 of the
Delaware Limited Liability Company Act

---

1. The name of the limited liability company is Dendreon Distribution, LLC (the "Company").

2. The original Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware on February 8, 2010.

3. On November 10, 2014, the Company, the Company's direct and indirect parents, Dendreon Holdings, LLC, and Dendreon Corporation, and the Company's affiliate, Dendreon Manufacturing, LLC (collectively, the "Debtors"), filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") seeking relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Chapter 11 cases are being jointly administered under the caption "In re Dendreon Corporation *et. al*." Case No. 14-12515. This Amended and Restated Certificate of Formation has been duly executed by the undersigned Authorized Person and is being filed in accordance with Section 18-208 of the Delaware Limited Liability Company Act. Provision for the filing of this Amended and Restated Certificate of Formation is contained in the [Second Amended] Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors dated as of [●], 2015 (the "Plan"), as confirmed on [●], 2015 by order of the Bankruptcy Court having jurisdiction under the Bankruptcy Code for the liquidation of the Company under Chapter 11 of the Bankruptcy Code.

4. The Certificate of Formation of the Company is hereby amended and restated to read as follows:

> "**First**: The name of the limited liability company is Dendreon Distribution, LLC."
>
> **Second**: The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at

such address is: The Corporation Trust Company.

Third: From and after the effective date of the Plan (the "Effective Date"), the Company shall be prohibited from issuing non-voting equity securities in accordance with Section 1123(a)(6) of the Bankruptcy Code

Fourth: Immediately upon the occurrence of the Effective Date, a representative of the Plan Administrator (as defined in the Plan) designated in accordance with the terms of the Plan Administrator Agreement (as defined in the Plan) shall serve as the sole officer and, to the extent the sole member of the Company does not act as the sole manager, the sole manager of the Company.

Fifth: The business and affairs of the Company shall be managed by or under the authority of the Plan Administrator, who shall have all power and authority, as set forth in, and subject to the terms of, the Plan and the Plan Administrator Agreement, that may or could have been exercised by any officer, manager, member or other party acting in the name of the Company or its estate with like effect as if duly authorized, exercised and taken by action of such officers, managers, members or other party. The Plan Administrator, or its representative designated in accordance with the terms of the Plan Administrator Agreement, will be authorized to execute, deliver, file or record such documents, instruments, releases and other agreements and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

Sixth: The Company shall retain and have all the rights, powers and duties necessary to carry out its responsibilities under the Plan. Such rights, powers and duties shall be exercisable by the Plan Administrator on and after the Effective Date on behalf of the Company pursuant to, and subject to the terms of, the Plan and the Plan Administrator Agreement. The activities of the Company shall be limited to matters authorized under the Plan."

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned authorized person has executed this Amended and Restated Certificate of Formation this [Date] day of [Month], 2015.

DENDREON DISTRIBUTION, LLC

By its Manager,
DENDREON HOLDINGS, LLC

By its Manager,
DENDREON CORPORATION

By: _____
Name: [ ]
Title: President, Treasurer
and Secretary

AMENDED AND RESTATED

CERTIFICATE OF FORMATION

OF

DENDREON HOLDINGS, LLC

Pursuant to Section 18-208 of the
Delaware Limited Liability Company Act

---

1. The name of the limited liability company is Dendreon Holdings, LLC (the "Company").

2. The original Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware on February 8, 2010.

3. On November 10, 2014, the Company, the Company's direct parent, Dendreon Corporation, and the Company's subsidiaries, Dendreon Distribution, LLC and Dendreon Manufacturing, LLC (collectively, the "Debtors"), filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") seeking relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Chapter 11 cases are being jointly administered under the caption "In re Dendreon Corporation *et. al*." Case No. 14-12515. This Amended and Restated Certificate of Formation has been duly executed by the undersigned Authorized Person and is being filed in accordance with Section 18-208 of the Delaware Limited Liability Company Act. Provision for the filing of this Amended and Restated Certificate of Formation is contained in the [Second Amended] Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors dated as of [●], 2015 (the "Plan"), as confirmed on [●], 2015 by order of the Bankruptcy Court having jurisdiction under the Bankruptcy Code for the liquidation of the Company under Chapter 11 of the Bankruptcy Code.

4. The Certificate of Formation of the Company is hereby amended and restated to read as follows:

> "**First**: The name of the limited liability company is Dendreon Holdings, LLC."
>
> **Second**: The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at

such address is: The Corporation Trust Company.

Third: From and after the effective date of the Plan (the "Effective Date"), the Company shall be prohibited from issuing non-voting equity securities in accordance with Section 1123(a)(6) of the Bankruptcy Code

Fourth: Immediately upon the occurrence of the Effective Date, a representative of the Plan Administrator (as defined in the Plan) designated in accordance with the terms of the Plan Administrator Agreement (as defined in the Plan) shall serve as the sole officer and, to the extent the sole member of the Company does not act as the sole manager, the sole manager of the Company.

Fifth: The business and affairs of the Company shall be managed by or under the authority of the Plan Administrator, who shall have all power and authority, as set forth in, and subject to the terms of, the Plan and the Plan Administrator Agreement, that may or could have been exercised by any officer, manager, member or other party acting in the name of the Company or its estate with like effect as if duly authorized, exercised and taken by action of such officers, managers, members or other party. The Plan Administrator, or its representative designated in accordance with the terms of the Plan Administrator Agreement, will be authorized to execute, deliver, file or record such documents, instruments, releases and other agreements and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

Sixth: The Company shall retain and have all the rights, powers and duties necessary to carry out its responsibilities under the Plan. Such rights, powers and duties shall be exercisable by the Plan Administrator on and after the Effective Date on behalf of the Company pursuant to, and subject to the terms of, the Plan and the Plan Administrator Agreement. The activities of the Company shall be limited to matters authorized under the Plan."

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned authorized person has executed this Amended and Restated Certificate of Formation this [Date] day of [Month], 2015.

DENDREON HOLDINGS, LLC

By its Manager,
DENDREON CORPORATION

By: _____
Name: [ ]
Title: President, Treasurer
and Secretary

AMENDED AND RESTATED

CERTIFICATE OF FORMATION

OF

DENDREON MANUFACTURING, LLC

Pursuant to Section 18-208 of the
Delaware Limited Liability Company Act

---

1. The name of the limited liability company is Dendreon Manufacturing, LLC (the "Company").

2. The original Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware on October 1, 2010.

3. On November 10, 2014, the Company, the Company's direct and indirect parents, Dendreon Holdings, LLC, and Dendreon Corporation, and the Company's affiliate, Dendreon Distribution, LLC (collectively, the "Debtors"), filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") seeking relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Chapter 11 cases are being jointly administered under the caption "In re Dendreon Corporation *et. al*." Case No. 14-12515. This Amended and Restated Certificate of Formation has been duly executed by the undersigned Authorized Person and is being filed in accordance with Section 18-208 of the Delaware Limited Liability Company Act. Provision for the filing of this Amended and Restated Certificate of Formation is contained in the [Second Amended] Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors dated as of [●], 2015 (the "Plan"), as confirmed on [●], 2015 by order of the Bankruptcy Court having jurisdiction under the Bankruptcy Code for the liquidation of the Company under Chapter 11 of the Bankruptcy Code.

4. The Certificate of Formation of the Company is hereby amended and restated to read as follows:

> "**First**: The name of the limited liability company is Dendreon Manufacturing, LLC."
>
> **Second**: The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at

such address is: The Corporation Trust Company.

Third: From and after the effective date of the Plan (the "Effective Date"), the Company shall be prohibited from issuing non-voting equity securities in accordance with Section 1123(a)(6) of the Bankruptcy Code

Fourth: Immediately upon the occurrence of the Effective Date, a representative of the Plan Administrator (as defined in the Plan) designated in accordance with the terms of the Plan Administrator Agreement (as defined in the Plan) shall serve as the sole officer and, to the extent the sole member of the Company does not act as the sole manager, the sole manager of the Company.

Fifth: The business and affairs of the Company shall be managed by or under the authority of the Plan Administrator, who shall have all power and authority, as set forth in, and subject to the terms of, the Plan and the Plan Administrator Agreement, that may or could have been exercised by any officer, manager, member or other party acting in the name of the Company or its estate with like effect as if duly authorized, exercised and taken by action of such officers, managers, members or other party. The Plan Administrator, or its representative designated in accordance with the terms of the Plan Administrator Agreement, will be authorized to execute, deliver, file or record such documents, instruments, releases and other agreements and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

Sixth: The Company shall retain and have all the rights, powers and duties necessary to carry out its responsibilities under the Plan. Such rights, powers and duties shall be exercisable by the Plan Administrator on and after the Effective Date on behalf of the Company pursuant to, and subject to the terms of, the Plan and the Plan Administrator Agreement. The activities of the Company shall be limited to matters authorized under the Plan."

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned authorized person has executed this Amended and Restated Certificate of Formation this [Date] day of [Month], 2015.

DENDREON MANUFACTURING, LLC

By its Manager,
DENDREON HOLDINGS, LLC

By its Manager,
DENDREON CORPORATION

By: _____
Name: [ ]
Title: President, Treasurer
and Secretary

EXHIBIT E

Wind-down Budget

DENDREON CORP.
Wind-Down Budget
Projections as of 5/1/2015
(Dollars in Thousands)

	Jun**	Jul	Aug	Sep	Oct	Nov	Dec	Thereafter	Jun - Thereafter Total
Estate Wind Down Costs*									
Payroll, Contractors & Occupancy	$ (88)	$ (94)	$ (88)	$ (49)	$ (55)	$ (49)	$ (55)	$ (266)	$ (746)
Benefits Wind Down	(135)	(110)	(31)	(31)	(2)	(2)	(2)	-	(312)
Plan Administrator & Estate Professionals	(302)	(772)	(747)	(643)	(707)	(543)	(460)	(1,114)	(5,289)
Taxes & Insurance	(501)	(65)	(50)	(50)	(50)	(50)	(50)	(300)	(1,116)
Other Miscellaneous	(63)	(63)	(38)	(38)	(38)	(38)	(38)	(127)	(440)
Total Estate Wind Down Costs	**$ (1,089)**	**$ (1,103)**	**$ (954)**	**$ (811)**	**$ (852)**	**$ (682)**	**$ (604)**	**$ (1,807)**	**$ (7,902)**

* There are a number of estimates and assumptions underlying this Wind-Down Budget and the Reserve Breakdown included on the following page that are inherently subject to significant uncertainties and contingencies beyond the control of the Debtors and their professionals. Additionally, assumptions are made with respect to certain wind-down decisions which could be subject to change. Accordingly, there can be no assurance that the results reflected in the Wind-Down Budget and the Reserve Breakdown would be realized and actual results could be vary materially from those shown here.

** Although the Debtors anticipate that the Effective Date will occur in mid-June, the amounts shown for June reflect full-month activity.

DENDREON CORP.
Wind-Down Budget - Reserve Breakdown
Projections as of 5/1/2015
(Dollars in Thousands)

Reserves Summary by Type:		Reserve Amounts
Disputed Claims Reserve	(a)	$ (24,000)
Professional Fees Reserve	(b)	(13,835)
Administrative & Priority Claims Reserve	(c)	(5,000)
Wind Down Reserve	(d)	(7,902)
Total Reserves		**$ (50,738)**

NOTE: Amounts reflect anticipated reserve balances at June 1, 2015, as projected on May 1, 2015.

(a) The Disputed claims reserve does not include the noteholder claim which is expected to be allowed upon confirmation. The actual amount to be allocated to the Disputed Claims Reserve may differ materially from the stated amount. This amount also reflects currently pending claims objection and satisfaction motions as though such motions have been approved, and thus, depending on the outcome of such motions, may be adjusted accordingly.

(b) The Professional Fee Reserve is intended to cover (a) all Professional Fee Claims of Professionals employed by the Debtors or the Committee, including but not limited to an amount sufficient to pay (i) all unpaid Professional Fee Holdback Amounts and other expenses billed by Professionals of the Debtors or the Committee prior to the Effective Date; (ii) all outstanding fee applications of Professionals of the Debtors or the Committee not ruled upon by the Court as of the Effective Date; and (iii) the estimated aggregate amount of all reasonable fees and expenses due to Professionals of the Debtors or the Committee for periods that have not been billed as of the Effective Date; (b) the Supporting Noteholders Professionals Fee Estimate; (c) the Allowed Deerfield Substantial Contribution Claim; (d) the Allowed Committee Member Substantial Contribution Claims; and (e) the 2016 Notes Trustee Fee Claims. The Professional Fee Reserve is based on estimates and is being provided for illustrative purposes only. Actual expenses may differ materially from the stated value.

(c) The Administrative and Priority Claims Reserve reflects estimated potential reserve amounts and is expected to be updated once the administrative bar date has passed.

(d) The Company anticipates that the wind-down process would take six to twelve months. As reflected in the Wind-Down Budget, wind-down operating costs would include compensation expenses, insurance, taxes, and the costs of winding down healthcare and other employee-related plans. The Wind-Down Reserve is calculated based on estimates and is being provided for illustrative purposes only. Actual expenses may differ materially from the stated value.

EXHIBIT F

Notice of Designation of Plan Administrator

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
DENDREON CORPORATION, et al.,	:	Case No. 14-12515 (LSS)
Debtors.[1]	:	Jointly Administered

NOTICE OF DESIGNATION OF PLAN ADMINISTRATOR

PLEASE TAKE NOTICE THAT on May 14, 2015, the debtors and debtors in possession in the above-captioned cases (the "Debtors")[2] designated Verdolino & Lowey, P.C. ("V&L") as the Plan Administrator for the Second Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to section 1129(a)(4) of the Bankruptcy Code, on May 14, 2015, the Debtors filed the Plan Administrator Agreement, which provides the terms of the Plan Administrator's compensation.[3]

PLEASE TAKE FURTHER NOTICE THAT, pursuant to section 1129(a)(5) of the Bankruptcy Code, the Plan and the Plan Administrator Agreement, (i) acceptable representatives of the Plan Administrator shall be the sole officer and director of the parent Debtor, (ii) the Plan Administrator shall be the sole shareholder of the parent Debtor, and (iii) acceptable representatives of the Plan Administrator shall be the sole officer and (to the extent the sole member does not act as the sole manager) the sole manager of each of the Debtors other than the parent Debtor.

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1 The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Dendreon Corporation (3193), Dendreon Holdings, LLC (8047), Dendreon Distribution, LLC (8598) and Dendreon Manufacturing, LLC (7123). The address of the Debtors' corporate headquarters is 601 Union Street, Suite 4900, Seattle, Washington 98101.

2 Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

3 The Plan Administrator Agreement refers to the compensation set forth in the Debtors' Application for Entry of an Order Pursuant to Bankruptcy Code Sections 105 and 363 Authorizing the Employment of Verdolino & Lowey, P.C. as Wind-Down Consultants, *Nunc Pro Tunc* to April 22, 2015 (Docket No. 670).

EXHIBIT G

Members of the Oversight Committee and Compensation

As of the Effective Date, the Plan Oversight Committee shall be comprised of (i) John C. Longmire, Esq., on behalf of Willkie Farr & Gallagher LLP, the designee of the Deerfield Noteholders; (ii) Steven D. Pohl, Esq., on behalf of Brown Rudnick LLP, the designee of the Unaffiliated Noteholders; and (iii) Mark U. Schneiderman PC**,** the designee of the Official Committee of Unsecured Creditors. Willkie Farr & Gallagher LLP and Brown Rudnick LLP shall be compensated for the services rendered by Mr. Longmire and Mr. Pohl, respectively, at their normal hourly rates. Mark U. Schneiderman PC shall be compensated for its expenses. No additional compensation shall be paid to any member of the Plan Oversight Committee.