

**SUPREME COURT FOR THE STATE OF NEW YORK
NEW YORK COUNTY**

CARLOS ALONSO CANO, derivatively on behalf of
OPHTHOTECH CORPORATION,

Plaintiff,

v.

DAVID R. GUYER, M.D., GLENN P.
SBLENDORIO, DAVID REDLICK, AXEL
BOLTE, THOMAS DYRBERG, M.D. D.M.Sc.,
MICHAEL ROSS, Ph.D., and JANE
PRITCHETT HENDERSON

Defendants,

and,

OPHTHOTECH CORPORATION,

Nominal Defendant.

INDEX NO.: 650601/2018

Hon. Saliann Scarpulla

Part 39

STIPULATION OF COMPROMISE AND SETTLEMENT

This Stipulation of Compromise and Settlement (“Stipulation”), dated November 30, 2018, is entered into, by and through their undersigned attorneys, among and between Plaintiff Carlos Alonso Cano (“Plaintiff”), individually and derivatively on behalf of Nominal Defendant Ophthotech Corporation (“Ophthotech” or the “Company”); individual defendants David R. Guyer, M.D., Glenn P. Sblendorio, David Redlick, Axel Bolte, Thomas Dyrberg, M.D. D.M.Sc., Michael Ross, Ph.D., and Jane Pritchett Henderson (the “Defendants”); and Nominal Defendant Ophthotech.

This Stipulation is intended by the Settling Parties to fully, finally, and forever compromise, resolve, discharge, and settle all claims in the Action and dismiss the Action with prejudice, upon the terms set forth below and subject to the approval of the Court.¹

RECITALS

WHEREAS, on July 7, 2017, Jeffrey M. Norton of Newman Ferrara LLP, on behalf of Plaintiff, sent a letter (the “Demand”) to the Board of Directors (the “Board”) of Ophthotech concerning Ophthotech’s director compensation program;

WHEREAS, the Demand letter detailed the compensation practices of Ophthotech’s Board in comparison to that of its peers and asserted that the Company’s current practices and policies and continuation of those practices and policies amounted to a breach of fiduciary duty, waste of corporate assets, and unjust enrichment;

WHEREAS, the Demand further requested that the Board take remedial steps to address the alleged excessive non-employee director compensation;

WHEREAS, on August 2, 2017, Ophthotech, by its attorneys, responded in writing, saying that the Company had received the letter “demanding corrective action by Ophthotech related to its director compensation policies, plans, and practices” and that it had “been provided to the Board of Directors.” The response indicated that Plaintiff would “be contacted when the Board takes action on your client’s demand or has other communications or questions for you about it.”;

WHEREAS, on September 15, 2017, counsel for Defendants informed Plaintiff’s counsel by email that the “Board of Directors of Ophthotech has established a committee to investigate your client’s demand and make a recommendation concerning it to the entire Board.” The letter further requested “any additional materials or information, beyond what is contained in your

¹ All capitalized terms not otherwise defined are defined in Paragraph 1 herein.

demand letter, that you would like the committee and Board to consider in connection with your client's demand.”;

WHEREAS, on September 18, 2017, Plaintiff's counsel responded by email, stating, “We would be willing to provide a more detailed proposal for specific reforms and amendments tailored to the broader issues raised in the demand. If this is something the board would review and consider, please let me know.”;

WHEREAS, on September 27, 2017, counsel for Defendants responded, stating, “[w]ith regard to your offer to ‘provide a more detailed proposal for specific reforms and amendments tailored to the broader issues raised in the demand,’ we will contact you if the Committee or Board decides to seek your input on that topic.”;

WHEREAS, on December 6, 2017, counsel for Defendants advised Plaintiff's counsel by email that the investigation into the matters raised in the Demand was active and ongoing and that it was expected to be completed during the first quarter of 2018;

WHEREAS, it appeared to Plaintiff that no meaningful action was being taken by the Board in response to the Demand and, on February 7, 2018, Plaintiff commenced an action in the Supreme Court of the State of New York, County of New York against Defendants and Nominal Defendant Ophthotech by filing the Verified Shareholder Derivative Complaint for Breach of Fiduciary Duty and Unjust Enrichment (the “Complaint”), Index No.: 650601/2018 (the “Action”);

WHEREAS, on May 14, 2018, the Defendants filed a Motion to Dismiss the Complaint, arguing, *inter alia*, that the Demand was a pre-suit litigation demand made pursuant to Delaware Chancery Rule 23.1 and, as such, the Action should be dismissed for failing to properly allege that Plaintiff was permitted to proceed on a demand excused basis;

WHEREAS, on June 4, 2018, Plaintiff filed an amended complaint (the “Amended Complaint”), asserting the same substantive claims as the initial Complaint and adding factual and legal allegations concerning the Demand and demand futility;

WHEREAS, on June 25, 2018, Defendants filed a Motion to Dismiss the Amended Complaint, again arguing, *inter alia*, that the Demand was a pre-suit litigation demand made pursuant to Delaware Chancery Rule 23.1 and, as such, the Action should be dismissed for failing to properly allege that Plaintiff was permitted to proceed on a demand excused basis or that the Demand had been refused;

WHEREAS, following the filing of Defendants’ Motion to Dismiss, counsel for Plaintiff and counsel for Ophthotech and the Board agreed to extend the return date on the Motion to Dismiss so that the Parties could discuss potential resolution of the Action. As part of that effort, the Parties engaged in the voluntary exchange of information regarding the Company’s non-employee director compensation policies and practices and engaged in arm’s-length negotiations concerning the Demand and allegations in the Action. In particular, the Parties’ discussions focused on Ophthotech’s non-employee director compensation policies and practices, director-specific limits on overall compensation, corporate governance reforms, stockholder approval of a revised compensation policy, and the scope and substance of proxy discussions and disclosures related to a stockholder proposal and vote;

WHEREAS, following the aforementioned arm’s-length negotiations, the Parties reached an agreement in principle providing for the settlement of all claims that were or could have been asserted by the Plaintiff, individually and on behalf of Ophthotech, against Defendants in the Action, on the terms and subject to the conditions set forth below in this Stipulation (the “Settlement”);

WHEREAS, prior to commencement of the Action, Ophthotech adopted and now maintains stock-ownership guidelines (the “Stock Retention and Ownership Guidelines”), which require that by (a) January 1, 2023 or (b) the date that is five (5) years following the applicable non-employee director’s initial election, whichever is later, all non-employee directors hold a minimum number of shares of Company stock equal to three (3) times the director’s annual base cash retainer at all times during which they are serving as non-employee directors, exclusive of fees and additional retainer amounts for committees, chair positions, and meetings. The Stock Retention and Ownership Guidelines are described in Ophthotech’s Definitive Proxy Statement dated April 18, 2018.

WHEREAS, Defendants deny all the assertions in the Demand and in the Action, including assertions that Defendants failed to perform their duties when awarding compensation to the non-employee directors or were unjustly enriched or stand to be unjustly enriched as a result of the compensation they received or stand to receive; and

WHEREAS, Defendants, solely to avoid the costs, disruption, and distraction of litigation, and without admitting the validity of any assertions made either in the Demand or the Action, or any liability with respect thereto, have concluded that it is desirable that those assertions be settled on the terms reflected in this Agreement.

TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff (on behalf of himself and derivatively on behalf of Ophthotech) and Defendants, each by and through their respective counsel, subject to the approval of the Court, that the Released Claims shall be and hereby are compromised, settled, discontinued, and dismissed with prejudice, as to all Parties, upon the terms and subject to the conditions set forth herein as follows:

Definitions

1. As used in this Stipulation, the following terms have the meanings specified below:
 - (a) “Court” means the Supreme Court of the State of New York, New York County.
 - (b) “Effective Date” means the date by which all of the events and conditions specified in Paragraph 25 herein have been met and have occurred.
 - (c) “Final” means the expiration of all time to seek appeal or other review of the Judgment, or if any appeal or other review of such Judgment is filed and not dismissed, after such Judgment is upheld on appeal in all material respects and is no longer subject to appeal, reargument, or review. For the avoidance of doubt, a modification or reversal on appeal of any amount awarded pursuant to the Fee and Expense Application shall not constitute a material change.
 - (d) “Incumbent Non-Employee Director” means a non-employee director of Ophthotech who served as a director of Ophthotech for any amount of time during the prior calendar year.
 - (e) “Judgment” means the Order and Final Judgment entered by the Court dismissing this Action with prejudice, substantially in the form annexed hereto as Exhibit C.
 - (f) “Newly-Appointed Non-Employee Director” means a non-employee director of Ophthotech who did not serve as a director of Ophthotech for any amount of time during the prior calendar year.
 - (g) “Notice” means the Notice of Pendency of Settlement of Derivative Action, substantially in the form annexed hereto as Exhibit B.
 - (h) “Plaintiff’s Counsel” means Newman Ferrara LLP and Kranenburg.

(i) “Released Claims” means and includes any and all claims for relief or causes of action, debts, demands, rights, liabilities, losses, and claims whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, or known and Unknown Claims, that have been or could have been or in the future might be asserted by Plaintiff, or any other Ophthotech stockholder, or any other person or entity acting or purporting to act on behalf of Ophthotech, in the Action against the Released Persons, based on the facts, transactions, events, occurrences, acts, disclosures, statements, or omissions that were asserted in the Action or could have been asserted based on the facts alleged in the Action against Defendants; provided, however, that it is understood that “Released Claims” and any release provided by this Settlement shall not include: (i) any claims to enforce the Settlement or this Stipulation; and (ii) any claims by Defendants or any other insured to enforce their rights under any contract or policy of insurance.

(j) “Released Persons” means Defendants and their predecessors, successors, subsidiaries, affiliates, agents, attorneys, insurers, trustees, executives, administrators, representatives, and each of their past or present officers, directors, and employees. “Released Persons” also includes Ophthotech and all current and former officers, directors, or employees of Ophthotech.

(k) “Releasing Persons” means Plaintiff (both individually and derivatively on behalf of Ophthotech), any other current or former Ophthotech stockholder acting or purporting to act on behalf of Ophthotech, and Ophthotech. “Releasing Person” means, individually, any of the Releasing Persons.

(l) “Settlement Hearing” means any hearing set by the Court to consider final approval of the Settlement.

(m) “Settling Parties” or “Parties” means, collectively, Plaintiff (on behalf of himself and derivatively on behalf of Ophthotech) and Defendants. “Settling Party” or “Party” means, individually, any of the Settling Parties.

(n) “Unknown Claims” means any Released Claim(s) which Plaintiff or Defendants do not know of or suspect to exist in his, her, or its favor as of the date of the execution of this Stipulation, including without limitation those which, if known, might have affected the decision to enter into the Settlement. With respect to any and all Released Claims, the Parties agree that upon the Effective Date, the Parties expressly and all Releasing Persons shall be deemed to have waived the provisions, rights, and benefits conferred by or under California Civil Code section 1542, or any other law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

The Parties acknowledge that they may hereafter discover facts in addition to or different from those now known or believed to be true by them, with respect to the subject matter of the Released Claims, but it is the intention of the Parties to completely, fully, finally, and forever compromise, settle, release, discharge, and extinguish any and all Released Claims, known or unknown, suspect or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which do not exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge that the foregoing waiver was

separately bargained for and is a key element of this Stipulation of which this release is a part, and was relied upon by each and all of the Defendants in entering into this Settlement.

Corrective Action and Reforms

2. Subject to their fiduciary duties, the Board has considered or shall consider the adoption of, or revisions to, any compensation plans, programs, policies, or arrangements that address the Company's non-employee director compensation plan to the extent necessary to effectuate and implement the corrective action ("Corrective Action") and certain corporate governance reforms ("Reforms") described in Paragraphs 3-9 inclusive herein. If any Corrective Action or Reforms listed herein conflict with any existing external law, rule, or regulation (including, without limitation, regulations or rules of any stock exchange on which Ophthotech is listed), the Board shall not be required to implement or maintain any such Corrective Action or Reforms. However, this shall not affect or eliminate the obligation to implement and/or maintain (as applicable) the remaining Corrective Action and Reforms.

3. The Board agrees that, at the Company's next annual stockholder meeting following the Effective Date (*i.e.*, the 2019 Annual Stockholder Meeting), the Company shall present a proposal (the "Proposal") to approve a new director compensation plan to the Company's stockholders.

4. The Proposal, which shall be approved and recommended by the Board, will establish a limit on overall annual compensation payable to Incumbent and Newly-Appointed Non-Employee Directors.

5. Annual overall non-employee director compensation limits:

(a) each Incumbent Non-Employee Director's total annual base compensation, including cash and equity components (based on grant-date fair value), will be no more than \$275,000; and

(b) each Newly-Appointed Non-Employee Director's total base compensation within his or her first year of appointment, including cash and equity components (based on grant-date fair value), will be no more than twice the then-existing limit placed on the total amount of annual compensation that may be awarded to any Incumbent Non-Employee Director.

6. Proxy disclosures:

(a) in the Company's annual proxy, the Proposal will include a full description of the amended and/or revised compensation plan.

(b) the Company will identify the constituents of its peer group used to guide the Board's determination of Non-Employee Director compensation.

7. Three (3) year commitment to Corrective Action:

(a) if approved by stockholders, the Board agrees that the Corrective Action specified herein will remain in effect for three (3) years unless amended and approved by Ophthotech stockholders or unless amended pursuant to Paragraph 7(b) of this Stipulation;

(b) the Board shall be permitted to adjust the director compensation limits set forth in Paragraph 5 in the event of a material change in the Company's market capitalization;

(c) the Board agrees that the existing Stock Retention and Ownership Guidelines as they relate to Non-Employee Directors will remain in effect for three (3) years unless amended and approved by Ophthotech stockholders.

8. Following stockholder approval of the Proposal, the Company agrees that upon considering changes or revisions to the amended compensation plan in the future, Ophthotech agrees to abide by the following practices:

(a) in proposing annual retainers for Board and committee service, and fees for Board and committee service, the Board (or a committee of the Board) shall be guided by compensation paid to non-employee directors of peer group companies and current best practices;

(b) the Board (or a committee of the Board) will review its non-employee director compensation peer group on an annual basis; and

(c) Ophthotech will adopt a formal policy of not providing additional compensation to non-employee directors, directly or indirectly, other than that disclosed in Ophthotech's filings with the U.S. Securities and Exchange Commission.

Notice and Approval of the Settlement

9. Within five (5) business days of execution of this Stipulation, the Parties shall submit this Stipulation together with its exhibits to the Court, and shall apply for entry of the proposed Scheduling Order with Respect to Notice and Settlement Hearing (the "Scheduling Order"), substantially in the form of Exhibit A attached hereto, requesting: (i) approval of the manner of notice to Ophthotech stockholders substantially in the form attached hereto as Exhibit B; (ii) the Court's consideration of the proposed Settlement and Stockholder's Fee and Expense Application; and (iii) a date for the Settlement Hearing.

10. Notice to Ophthotech stockholders shall consist of the Notice of Pendency of Settlement of Derivative Action (the "Notice"), substantially in the form attached hereto as Exhibit B, and shall be provided to Ophthotech stockholders as follows:

(a) Within thirty (30) business days after the entry of the Scheduling Order, Ophthotech shall distribute the Notice to shareholders using substantially the same means typically used by the Company to distribute proxy statements; and

(b) Within ten (10) business days after the entry of the Scheduling Order, Plaintiff's Counsel (specifically Newman Ferrara LLP) shall post copies of the Notice and this Stipulation on its website.

11. Ten (10) business days prior to the Settlement Hearing, counsel for Defendants shall serve on counsel for the Plaintiff and file with the Court an affidavit with respect to the distribution of the Notice, and Plaintiff's Counsel shall serve on counsel for Defendants and file with the Court an affidavit with respect to posting the Notice and Stipulation.

12. Ophthotech, on behalf of Defendants, shall be responsible for all costs associated with the distribution of the Notice described in paragraph 10(a) above.

13. The Parties agree that the content and manner of notice constitutes adequate and reasonable notice to Ophthotech stockholders pursuant to applicable law.

14. Pending the Court's determination as to final approval of the Settlement, Plaintiff agrees to stay the Action and not to initiate any other proceedings relating to the subject matter of the Action other than those proceedings incident to the Settlement itself.

15. The Parties will request the Court to order in the Scheduling Order that, pending final determination of whether the Settlement should be approved, Plaintiff and all Ophthotech stockholders are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Released Claim against Defendants or any of the Released Persons.

16. The Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Stipulation. The Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the dismissal of the Action.

Attorneys' Fees and Expenses

17. Plaintiff's Counsel may submit an application for an award of attorneys' fees and reimbursement of expenses and an incentive award for Plaintiff (collectively, the "Fee and Expense Application"), and that the Court in the Action may retain jurisdiction for this purpose.

18. Defendants reserve the right to oppose a Fee and Expense Application. Subject to the rights described in the foregoing sentence, the Company shall pay (or cause to be paid) any award of attorneys' fees, reimbursement of expenses, and incentive award awarded by the Court pursuant to a final, non-appealable order. Provided, however, that any sum(s) paid pursuant to this paragraph shall be fully refunded by Plaintiff and Plaintiff's counsel (jointly and severally) to the payor(s) within ten (10) calendar days in the event any award is reversed or modified by any court.

19. The Parties acknowledge that any agreement by the Parties as to the appropriate amount of fees and expenses for Plaintiff's Counsel, and the amount of any incentive award for Plaintiff, are the result of arm's-length negotiations that occurred wholly independent from and subsequent to the settlement terms reflected in this Stipulation.

20. Any failure of the Court to approve the Fee and Expense Application, in whole or in part, shall not affect the remainder of the Settlement, which shall remain binding on Plaintiff (both individually and derivative on behalf of Ophthotech).

21. Except as ordered by the Court in any order resulting from the Fee and Expense Application, Defendants shall have no obligation to pay or reimburse any fees, expenses, costs, or damages alleged or incurred by Plaintiff, by Ophthotech stockholders, or by their attorneys, experts, advisors, or representatives with respect to the Released Claims or the Action.

Releases

22. Upon the Effective Date, the Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice the Released Claims (including Unknown Claims) against the Released Persons; provided, however, that such release shall not affect any claims to enforce the terms of this Stipulation.

23. Upon the Effective Date, the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action against Plaintiff and Plaintiff's Counsel; provided, that such release shall not affect any claims to enforce the terms of this Stipulation.

24. Upon the Effective Date, any person who grants a release pursuant to the foregoing paragraphs 23 or 24 shall irrevocably be subject to a covenant not to sue, and shall be permanently enjoined from suing, with respect to any claim that such person has released.

Conditions and Termination of the Settlement

25. The Settlement shall be conditioned on the occurrence of all of the following events:

(a) Court approval of the Settlement following notice to Ophthotech stockholders and the Settlement Hearing (if such hearing is required by the Court);

(b) entry of the Judgment in the Action approving the proposed Settlement and providing for the dismissal with prejudice of the Action and approving the release of the Released Claims;

(c) the dismissal with prejudice of the Action; and

(d) the passing of the date upon which the Judgment becomes Final.

26. If any of the conditions listed in Paragraph 25 herein are not met, this Stipulation shall be null and void and of no force and effect. In such case, the Settling Parties shall be restored to their respective positions on the date immediately prior to the execution date of this Stipulation, this Stipulation shall not be deemed to constitute an admission of fact by any Settling Party, and neither the existence of this Stipulation, nor its contents shall be admissible in evidence or be referred to for any purpose in the Action or in any litigation or judicial proceeding.

Dismissal of the Action

27. If the Court approves the Stipulation, the Parties shall promptly request the Court to enter the proposed Judgment, substantially in the form annexed hereto as Exhibit C.

No Admission

28. This Stipulation reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Stipulation nor the releases given herein, nor any consideration, nor any actions taken to carry out this Stipulation are intended to be, nor may they be deemed or construed to be, an admission or concession of liability (or lack thereof), or the validity of any claim, or defense, or of any point of fact or law on the part of any Party hereto regarding those facts that have been or might have been alleged in the Action or in any other

proceeding. Defendants and the Released Persons may file the Stipulation and/or Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

Miscellaneous Provisions

29. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware without regard to Delaware's principles governing choice of law. The Parties agree that any dispute arising out of or relating in any way to this Agreement shall not be litigated or otherwise pursued in any forum or venue other than the Court, and appeals courts having jurisdiction to review judgments of the Court, and the Parties expressly waive any right to demand a jury trial as to any such dispute.

30. This Stipulation may be modified or amended only by a writing, signed by all of the signatories hereto, that refers specifically to this Stipulation.

31. Plaintiff's Counsel represents that Plaintiff is a stockholder of the Company and has been a stockholder at all relevant times.

32. This Stipulation may be executed in any number of counterparts and by each of the different Parties on several counterparts, each of which when so executed and delivered will be an original. The executed signature page(s) from each counterpart may be joined together and attached and will constitute one and the same instrument.

33. This Stipulation embodies and represents the full agreement of the Parties and supersedes any and all prior agreements and understandings relating to the subject matter hereof between or among any of the Parties hereto.

34. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

35. Notwithstanding the entry of the Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Parties submit to the jurisdiction of the Court for purposes of implementing, enforcing, and interpreting this Stipulation. Further, the parties agree that the Court shall have sole and exclusive jurisdiction to interpret and enforce the permanent injunction set forth herein.

IN WITNESS WHEREOF, it is hereby agreed by the undersigned as of the date noted above.

Dated: New York, New York
November 30, 2018

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*Counsel for Defendant Thomas Dyrberg,
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EXHIBIT A

**SUPREME COURT FOR THE STATE OF NEW YORK
NEW YORK COUNTY**

CARLOS ALONSO CANO, derivatively on behalf of
OPHTHOTECH CORPORATION,

Plaintiff,

v.

DAVID R. GUYER, M.D., GLENN P.
SBLENDORIO, DAVID REDLICK, AXEL
BOLTE, THOMAS DYRBERG, M.D. D.M.Sc.,
MICHAEL ROSS, Ph.D., and JANE
PRITCHETT HENDERSON

Defendants,

and,

OPHTHOTECH CORPORATION,

Nominal Defendant.

INDEX NO.: 650601/2018

Hon. Saliann Scarpulla

Part 39

**[PROPOSED] SCHEDULING ORDER WITH RESPECT
TO NOTICE AND SETTLEMENT HEARING**

WHEREAS, the Parties to the above-captioned action (the “Action”) have entered into a Stipulation of Compromise and Settlement dated November 30, 2018 (the “Stipulation”), which sets forth the terms and conditions for the proposed settlement and dismissal with prejudice of the Action (the “Settlement”), subject to review and approval by this Court pursuant, and upon notice of the current stockholders of Nominal Defendant Ophthotech Corporation (“Ophthotech” or the “Company”);

WHEREAS, the Court has read and considered the Stipulation and the accompanying documents; and

WHEREAS all Parties have consented to the entry of this Order.

NOW, upon application of the Parties, after review and consideration of the Stipulation filed with the Court and the exhibits annexed thereto,

IT IS HEREBY ORDERED this ____ day of _____, 2018 as follows:

1. For purposes of this Scheduling Order, the Court incorporates by reference the definitions in the Stipulation and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation unless otherwise defined herein.

2. A hearing (the “Settlement Hearing”) shall be held on _____, 20__, at _____ a.m. / p.m. in the Supreme Court for the State of New York, New York County Courthouse, 60 Centre St., New York, New York 10007, to: (a) determine whether the proposed Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, and adequate and in the best interests of Ophthotech and its current stockholders; (b) determine whether the Court should finally approve the Stipulation and enter the Order and Final Judgment (the “Judgment”) as provided in the Stipulation, dismissing the Action with prejudice and extinguishing and releasing the Released Claims; (c) hear and determine any objections to the proposed Settlement; (d) determine whether the Court should approve Plaintiff’s Fee and Expense Application; and (e) rule on such other matters as the Court may deem appropriate.

3. The Settlement Hearing may be adjourned by the Court from time to time without further notice to anyone other than the parties to the Action and any Objectors (as defined herein).

4. The Court reserves the right to approve the Stipulation at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice.

5. The Court approves, in form and content, the Notice of Pendency of Settlement of Derivative Action (the “Notice”) filed by the Parties with the Stipulation as Exhibit B and finds that the giving of notice substantially in the manner set forth herein meets the requirement of Court

of Chancery Rule 23.1 and due process, and is the best notice practicable under the circumstances.

6. Within thirty (30) business days after the entry of this Scheduling Order, Ophthotech shall distribute the Notice to shareholders using substantially the same means typically used by the Company to distribute proxy statements.

7. Within ten (10) business days after the entry of this order, Newman Ferrara LLP shall post copies of the Notice and the Stipulation on its website.

8. Ten (10) business days prior to the Settlement Hearing, Defendants' counsel shall serve on counsel in the Action and file with the Court an appropriate affidavit with respect to the distribution of the Notice, and Plaintiff's Counsel shall serve on counsel in the Action and file with the Court an appropriate affidavit with respect to posting of the Notice and Stipulation.

9. As set forth in the Notice, any record or beneficial stockholder of Ophthotech who objects to the Stipulation, the proposed Judgment to be entered, and/or the Fee and Expense Application who wishes to be heard ("Objector"), may appear in person or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Judgment to be entered thereon, unless he, she, or it has, no later than ten (10) calendar days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed with the Clerk of the Supreme Court for the State of New York, New York County, 60 Centre St., New York, New York 10007, and served (electronically, by hand, or by overnight mail) on Plaintiff's Counsel and Defendants' counsel, at the addresses below, the following: (i) proof of current ownership of Ophthotech stock; (ii) a written notice of the Objector's intention to appear, including identifying, if represented, the Objector's counsel; (iii) a detailed statement of the objections to any matter before the Court; and (iv) a detailed statement

of all of the grounds thereon and the reasons for the Objector's desire to appear and to be heard, as well as all documents or writings which the Objector desires the Court to consider. In addition to the aforementioned Court address, the addresses to which such information should be sent (electronically, by hand, or by overnight mail) are as follows:

Jeffrey M. Norton
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001

Counsel for Plaintiff

Michael G. Bongiorno
WILMER CUTLER PICKERING
HALE AND DORR LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007

*Counsel for Defendants David R. Guyer, M.D.,
Glenn P. Sblendorio, David Redlick, Axel Bolte, Michael Ross, Ph.D.,
Jane Pritchett Henderson, and Nominal Defendant
Ophthotech Corporation*

Adam S. Katz
Oliver E. Twaddell
GOLDBERG SEGALLA LLP
711 Third Avenue, Ste. 1900
New York, NY

-and-

R. Judson Scaggs, Jr.
Susan W. Waesco
Sabrina M. Hendershot
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 North Market Street
Wilmington, DE 19801

Counsel for Defendant Thomas Dyrberg, M.D. D.M.Sc.

10. Any person or entity who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its

discretion allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in the Action or any other action or proceeding or otherwise contesting the Stipulation or the Fee and Expense Application, and will otherwise be bound by the Judgment to be entered and the releases to be given.

11. At least twenty-one (21) calendar days prior to the Settlement Hearing, Plaintiff's Counsel shall file with the Court a brief in support of the Settlement, including the Fee and Expense Application. Any objections to the Settlement and/or the Fee and Expense Application shall be filed and served no later than ten (10) calendar days prior to the Settlement Hearing.

12. At least five (5) calendar days prior to the Settlement Hearing, the Parties may serve and file with the Court a response brief to any objections made by an Objector pursuant to paragraph 9, above.

13. In the event that the Stipulation is not approved by the Court, the Settlement and any actions taken in connection therewith shall become null and void for all purposes, and all negotiations, transactions, and proceedings connected with it: (i) shall be without prejudice to the rights of any Party thereto; (ii) shall not be deemed to be construed as evidence of, or an admission by any Part of any fact, matter, or thing; and (iii) shall not be admissible in evidence or be used for any purpose in any subsequent proceedings in the Action or any other action or proceeding. The Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately prior to the execution of the Stipulation, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if the Stipulation and any related orders had not been entered.

14. All proceedings in this Action (except proceedings as may be necessary to carry out the terms and conditions of the proposed Settlement) are hereby stayed and suspended until further order of the Court. Except as provided in the Stipulation, pending final determination of

whether the Settlement should be approved, Plaintiff in the action and all Ophthotech stockholders are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Released Claim against Defendants or any of the Released Persons.

15. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to anyone other than the Parties to the Action and any Objectors.

SO ORDERED:

J.S.C.

EXHIBIT B

**SUPREME COURT FOR THE STATE OF NEW YORK
NEW YORK COUNTY**

CARLOS ALONSO CANO, derivatively on behalf of
OPHTHOTECH CORPORATION,

Plaintiff,

v.

DAVID R. GUYER, M.D., GLENN P.
SBLENDORIO, DAVID REDLICK, AXEL
BOLTE, THOMAS DYRBERG, M.D. D.M.Sc.,
MICHAEL ROSS, Ph.D., and JANE
PRITCHETT HENDERSON

Defendants,

and,

OPHTHOTECH CORPORATION,

Nominal Defendant.

INDEX NO.: 650601/2018

Hon. Saliann Scarpulla

Part 39

NOTICE OF PENDENCY OF SETTLEMENT OF DERIVATIVE ACTION

TO: ALL CURRENT STOCKHOLDERS OF OPHTHOTECH CORPORATION

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS, AND ADEQUACY OF THE PROPOSED SETTLEMENT, OR PURSUING THE CLAIMS DEFINED HEREIN.

THIS ACTION IS NOT A "CLASS ACTION." THUS, THERE IS NO COMMON FUND UPON WHICH YOU CAN MAKE A CLAIM FOR MONETARY PAYMENT. IF YOU DO NOT OBJECT TO THE TERMS OF THE PROPOSED SETTLEMENT OR THE AMOUNT OF ATTORNEYS' FEES AND EXPENSES DESCRIBED IN THIS NOTICE, YOU ARE NOT OBLIGATED TO TAKE ANY ACTION. IF YOU HOLD OPHTHOTECH CORPORATION STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

I. WHY ARE YOU RECEIVING THIS NOTICE?

The purpose of this Notice is to tell you about (i) a lawsuit (the “Action”) in the Supreme Court for the State of New York, New York County (the “Court”) brought on behalf of Ophthotech Corporation (“Ophthotech” or the “Company”); (ii) a proposal to settle the Action as provided in a Stipulation of Compromise and Settlement (the “Stipulation”) that sets forth the terms and conditions of the proposed settlement of this Action (“Settlement”); and (iii) your right, among other things, to attend and participate in a hearing to be held on _____, 2018 at ____ a.m. / p.m., in the Supreme Court for the State of New York, New York County Courthouse, 60 Centre St, New York, New York 10007 (the “Settlement Hearing”).¹

This Notice describes the rights you may have under the Stipulation and what steps you may, but are not required to, take concerning the proposed Settlement. If the Court approves the Stipulation, the Parties will ask the Court to approve an Order and Final Judgment that would end the Action.

II. BACKGROUND: WHAT IS THIS ACTION ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

Plaintiff Carlos Alonso Cano is a current Ophthotech Stockholder. On February 7, 2018, Plaintiff filed the Verified Shareholder Derivative Complaint for Breach of Fiduciary Duty, and Unjust Enrichment (the “Complaint”). The Complaint alleged, among other things, that Ophthotech’s non-employee director compensation policies and practices were never approved by Ophthotech shareholders and have caused non-employee members of Ophthotech’s Board of

¹ All capitalized terms are defined in the Stipulation unless otherwise noted. The Stipulation may be inspected on Plaintiff’s Counsel’s website at www.nflp.com.

Directors (the “Board”) to be compensated at an excessive level. The Complaint further alleged that the Board’s actions with regard to non-employee director compensation give rise to claims for breach of fiduciary duty and unjust enrichment. The Complaint also alleged that Ophthotech’s director compensation plan, which was in effect as of the filing of the Action, contains no meaningful limitations on the total amount of annual compensation an individual director can receive. On June 4, 2018, Plaintiff filed an amended complaint (the “Amended Complaint”), asserting the same substantive claims as the initial Complaint and adding factual and legal allegations concerning demand futility.

On June 25, 2018, Defendants filed a motion to dismiss Plaintiff’s Amended Complaint, arguing, *inter alia*, that the Amended Complaint should be dismissed for failure to properly allege that Plaintiff was permitted to proceed on a demand excused basis or that Plaintiff’s demand had been refused. Defendants have denied and continue to deny that they have violated any law or breached any duty owed to Plaintiff, Ophthotech, or Ophthotech’s stockholders, and maintain that their conduct was at all times proper and in compliance with applicable law and that they acted in good faith.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF PLAINTIFF’S CLAIMS OR THE DEFENSES THERETO. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RECOVERY COULD BE HAD IF THE ACTION WAS NOT SETTLED.

III. HOW WAS THE SETTLEMENT REACHED?

Following the filing of Defendants’ motion to dismiss, pursuant to an agreement between the Parties, the Court suspended briefing on the motion so that the Parties could discuss potential resolution of the Action. As part of that effort, the Parties engaged in the voluntary exchange of information regarding Ophthotech’s non-employee director compensation policies and practices and engaged in arm’s-length negotiations concerning the Demand and allegations in the Action.

In particular, the Parties' discussions focused on Ophthotech's non-employee director compensation policies and practices, director-specific limits on overall compensation, corporate governance reforms, stockholder approval of a revised compensation policy, and the scope and substance of proxy discussions and disclosures related to a stockholder proposal and vote. After those significant, arm's-length negotiations, and based on the investigation of Plaintiff's Counsel, the Parties reached an agreement on the principal terms reflected in the Stipulation. The Stipulation was later signed by counsel for all parties on November 30, 2018.

IV. WHAT ARE THE TERMS OF THE SETTLEMENT?

As a result of the filing, prosecution, and settlement of the Action, Ophthotech has agreed to undertake the Corrective Action and adopt the Reforms as described in the Stipulation and set forth herein:

A. Binding Stockholder Approval (Say on Pay)

At Ophthotech's next annual stockholder meeting following the Effective Date (*i.e.*, the 2019 Annual Stockholder Meeting), the Company will present a proposal (the "Proposal") to approve a new director compensation plan to the Company's stockholders.

B. Proposal for Director-Specific Limits on Annual Compensation for Non-Employee Directors

The Proposal, which shall be approved and recommended by the Board, will establish a specified amount of overall compensation payable to Existing and Newly-Appointed Non-Employee Directors, as follows:

(1) each Incumbent Non-Employee Director's total annual base compensation, including cash and equity components (based on grant-date fair value), will be no more than \$275,000; and

(2) each Newly-Appointed Non-Employee Director's total base compensation within his or her first year of appointment, including cash and equity components (based on grant-date fair value), will be no more than twice the then-existing limit placed on the total amount of annual compensation that may be awarded to any Incumbent Non-Employee Directors.

C. Proxy disclosures

In discussing the Proposal in Ophthotech's annual proxy statement, the Company will include:

- (1) a full description of the amended and/or revised compensation plan; and
- (2) a disclosure identifying the constituents of Ophthotech's peer group used to guide the Board's determination of Non-Employee Director compensation.

D. Three (3) year commitment to Corrective Action

If approved by stockholders, the Board agrees that the Corrective Action specified herein will remain in effect for three (3) years unless amended and approved by Ophthotech stockholders or unless amended pursuant to Paragraph 7(b) of this Stipulation. Paragraph 7(b) of the Stipulation provides that the Board shall be permitted to adjust the director compensation limits in the event of a material change in Ophthotech's market capitalization. The Board also agrees that the existing Stock Retention and Ownership Guidelines, which are described in Ophthotech's Definitive Proxy Statement, dated April 18, 2018, and as they relate to Non-Employee Directors, will remain in effect for three (3) years unless amended and approved by Ophthotech stockholders.

E. Corporate Governance Enhancements

Following stockholder approval of the Proposal, the Company agrees that upon considering changes or revisions to the amended compensation plan in the future, Ophthotech agrees to abide by the following practices:

(1) in proposing annual retainers for Board and committee service, and fees for Board and committee service, the Board (or a committee of the Board) shall be guided by compensation paid to non-employee directors of peer group companies and current best practices;

(2) the Board (or a committee of the Board) will review its non-employee director compensation peer group on an annual basis; and

(3) Ophthotech will adopt a formal policy of not providing additional compensation to non-employee directors, directly or indirectly, other than that disclosed in Ophthotech's filings with the U.S. Securities and Exchange Commission.

V. CORPORATE BENEFIT ONLY

Because the Action was brought for the benefit of Ophthotech, any monetary benefit or recovery in the litigation (whether from this or any settlement or through a judgment in favor of the Plaintiff) would go to Ophthotech. Ophthotech stockholders will not receive any direct payment as a result of the Stipulation and will not need to fill out any kind of claims form as a result of the Settlement.

VI. COURT APPROVAL

The Stipulation is contingent on receiving approval from the Court.

VII. WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

Under the Stipulation, the following releases will occur upon the Effective Date, except as noted below:

The Releasing Persons (defined below) shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice the Released Claims (defined below) against the Released Persons (defined below); provided, however, that such release shall not affect any claims to enforce the terms of this Stipulation. Defendants shall be deemed to have, and by operation of the Judgment

shall have fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action against Plaintiff and Plaintiff's Counsel; provided, however, that such release shall not affect any claims to enforce the terms of this Stipulation. The "Releasing Persons" means the Plaintiff (both individually and derivatively on behalf of Ophthotech), any other current or former Ophthotech stockholder acting or purporting to act on behalf of Ophthotech, and Ophthotech. "Releasing Person" means, individually, any of the Releasing Persons.

The "Released Persons" means the Individual Defendants and their predecessors, successors, subsidiaries, affiliates, agents, attorneys, insurers, trustees, executives, administrators, representatives, and each of their past or present officers, directors, and employees. "Released Persons" also includes Ophthotech and all current and former officers, directors, or employees of Ophthotech.

The "Released Claims" means and includes any and all claims for relief or causes of action, debts, demands, rights, liabilities, losses, and claims whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, or known and Unknown Claims, that have been or could have been or in the future might be asserted by Shareholder, or any other Ophthotech stockholder, or any other person or entity acting or purporting to act on behalf of Ophthotech, in the Action against the Released Persons, based on the facts, transactions, events, occurrences, acts, disclosures, statements, or omissions that were asserted in the Action or could have been asserted based on the facts alleged in the Action against Defendants; provided, however, that it is understood that "Released Claims" and any release provided by this Settlement shall not include: (i) any claims to enforce the

Settlement; and (ii) any claims by Defendants or any other insured to enforce their rights under any contract or policy of insurance.

VIII. WHAT ARE THE REASONS FOR SETTLING THE ACTION?

Plaintiff and Plaintiff's Counsel submit that the claims they assert in the Action on behalf of Ophthotech have merit. Nonetheless, Plaintiff and Plaintiff's Counsel understand that there is uncertainty, risk, cost, and burden inherent in any litigation, especially in complex cases such as this Action. In addition, Plaintiff and Plaintiff's Counsel assert that the Settlement set forth in the Stipulation confers substantial benefits upon Plaintiff, Ophthotech, and Ophthotech's stockholders in light of the present circumstances. Based on their evaluation, Plaintiff and Plaintiff's Counsel submit that the Settlement set forth in the Stipulation is in the best interests of Plaintiff, Ophthotech, and Ophthotech's stockholders, and that when compared with the uncertainty, risk, cost, and burden inherent in the continued litigation of this Action, it is in the best interests of Plaintiff, Ophthotech, and Ophthotech's stockholders to settle this Action on the terms set forth therein. At the Settlement Hearing, the Court will determine whether the Settlement should be approved as fair, reasonable, and adequate.

As will be set forth fully in Plaintiff's brief in support of the Settlement, the Settlement's benefits include: a Proposal for and the adoption of a stockholder-approved amended or revised non-employee director compensation plan that provides for a director-specific limits on non-employee director compensation for both incumbent and newly-appointed members; proxy statement disclosures concerning the Proposal, which will include a full description of the amended or revised compensation plan; a commitment to maintain a stockholder-approved compensation plan for a prescribed period of time absent a material change in Ophthotech's market capitalization; mandatory disclosures regarding third-party compensation arrangements; and a

requirement that the Board (or a committee of the Board) review the Company's non-employee director compensation peer group on an annual basis.

Plaintiff and Plaintiff's Counsel assert that the terms of the Settlement, which directly address the claims in the Complaint and provide multiple benefits to Ophthotech and its stockholders, strongly weigh in favor of acceptance of the Settlement – especially when compared to the uncertainty, risk, cost, and burden of further litigation.

The Parties have agreed that neither the Stipulation, nor any of its terms or provisions, nor entry of the Judgment, nor any document or exhibit referenced in or attached to the Stipulation, nor any action taken to carry out the obligations in the Stipulation or in connection with the Settlement, shall be construed or used as an admission by or against Plaintiff that this Action lacked merit when filed or that it currently lacks merit, in the Action, or in any other action or proceeding, whether civil, criminal, or administrative.

Defendants deny any and all allegations of wrongdoing, fault, liability, or damage whatsoever; deny that they engaged in, committed, or aided or abetted the commission of any breach of duty, wrongdoing, or violation of law; deny that Plaintiff or Ophthotech suffered any damage whatsoever; deny that they acted improperly in any way; believe that they acted properly at all times; maintain that the Individual Defendants complied with their fiduciary duties; maintain that they have complied with federal and state laws; and maintain that they have committed no breach of duty or wrongdoing whatsoever. Defendants entered into the Stipulation solely because they consider it desirable that the Action be settled and dismissed with prejudice in order to, among other things, eliminate the uncertainties, burden, and expense of further litigation and finally put to rest and terminate all of the claims which were or could have been asserted against the Parties in the Action. Nothing in this Stipulation shall be construed as any admission by Defendants of wrongdoing, fault, liability, or damages whatsoever.

IX. HOW WILL THE ATTORNEYS GET PAID?

Subject to the terms and conditions of the Stipulation and any Order of the Court, Plaintiff's Counsel may submit an application for an award of attorneys' fees and reimbursement expenses and an Incentive Award for Shareholder (collectively, the "Fee and Expense Application"). Ophthotech reserves the right to oppose said Fee and Expense Application but will abide by any court order resulting therefrom, subject to the conditions of the Stipulation. The Parties may negotiate as to the appropriate amount of fees and expenses for Plaintiff's Counsel and the amount of any Incentive Award for Shareholder, and acknowledge that any subsequent agreement as to such fees and expenses will be the result of arm's length negotiation that occur wholly independent from and subsequent to the settlement terms reflected in the Stipulation.

The Fee and Expense Award includes the fees and expenses incurred by Plaintiff's Counsel in connection with the prosecution and settlement of the Action. Plaintiff's Counsel will not seek fees or expenses or an Incentive Award for Plaintiff in excess of any agreed-to amounts and Plaintiff's Counsel will not seek attorneys' fees or expenses or any award for the Plaintiff in any other jurisdiction. Except as otherwise provided herein, each of the Parties shall bear his, her, or its own fees and costs.

X. WHEN WILL THE SETTLEMENT HEARING TAKE PLACE?

The Court has scheduled a Settlement Hearing to be held on _____, 20__ at _____ a.m. / p.m., in the Supreme Court for the State of New York, New York County Courthouse, 60 Centre St., New York, New York 10007. At the Settlement Hearing, the Court will consider (a) whether the Settlement, on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate and in the best interests of Ophthotech and its current stockholders, and thus should be finally approved, (b) whether the fees and expenses sought by Plaintiff's Counsel should be approved, and (c) whether the Action should be dismissed with prejudice by

entry of the Judgment pursuant to the Stipulation. The Court will also hear and determine objections, if any, to the Settlement, the Fee and Expense Award sought by Plaintiff's Counsel, and the Incentive Award for the Plaintiff and rule on such other matters as the Court may deem appropriate.

The Court may adjourn the Settlement Hearing, including consideration of the Fee and Expense Award sought by Plaintiff's Counsel and the Incentive Award for the Plaintiff, without further notice to anyone other than the parties to the Action and any Objectors (as defined below). The Court reserves the right to approve the Stipulation at or after the Settlement Hearing with such modifications as may be consented to by the Parties to the Stipulation and without further notice.

XI. DO I HAVE A RIGHT TO APPEAR AND OBJECT?

Any record or beneficial stockholder of Ophthotech who objects to the Settlement, the proposed Judgment to be entered, the Fee and Expense Award, the Incentive Award, or who otherwise wishes to be heard (an "Objector"), may appear in person or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; *provided, however*, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Judgment to be entered thereon, unless he, she, or it has, no later than ten (10) calendar days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed with the Clerk of the Supreme Court for the State of New York, New York County, and served (electronically, by hand, or by overnight mail) on Plaintiff's Counsel and Defendants' Counsel, at the addresses below, the following: (i) proof of current ownership of Ophthotech stock; (ii) a written notice of the Objector's intention to appear, including identifying, if represented, the Objector's counsel; (iii) a detailed statement of the objections to any matter before the Court; and (iv) a detailed statement of all of the grounds thereon and the reasons for the

Objector's desire to appear and to be heard, as well as all documents or writings which the Objector desires the Court to consider. In addition to the aforementioned Court address, the addresses to which such information should be sent (electronically, by hand, or by overnight mail) are as follows:

Jeffrey M. Norton
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001

Counsel for Plaintiff

Michael G. Bongiorno
WILMER CUTLER PICKERING
HALE AND DORR LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007

*Counsel for Defendants David R. Guyer, M.D.,
Glenn P. Sblendorio, David Redlick, Axel Bolte, Michael Ross, Ph.D.,
Jane Pritchett Henderson, and Nominal Defendant
Ophthotech Corporation*

Adam S. Katz
Oliver E. Twaddell
GOLDBERG SEGALLA LLP
711 Third Avenue, Ste. 1900
New York, NY

-and-

R. Judson Scaggs, Jr.
Susan W. Waesco
Sabrina M. Hendershot
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 North Market Street
Wilmington, DE 19801

Counsel for Defendant Thomas Dyrberg, M.D. D.M.Sc.

Any person or entity who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court, in its discretion,

allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in the Action or any other action or proceeding or otherwise contesting the Settlement or the Fee and Expense Award or the Incentive Award, and will otherwise be bound by the Judgment to be entered and the releases to be given. You are not required to appear in person at the Settlement Hearing in order to have your timely and properly filed objection considered.

XII. HOW DO I GET ADDITIONAL INFORMATION ABOUT THE SETTLEMENT?

This Notice summarizes the Stipulation. It is not a complete statement of the events of the Action or the Stipulation. For additional information about the claims asserted in the Action and the terms of the Settlement, please refer to the documents filed with the Court and the Stipulation available on Plaintiff's Counsel's website at www.nflp.com. You may examine the Court files during regular business hours of each business day at the office of the Clerk for the Supreme Court for the State of New York, New York County Courthouse, 60 Centre St., New York, New York 10007. However, you must appear in person to inspect these documents. The Clerk's office will not mail copies to you. For more information concerning the Settlement, you may also write, call, or email Plaintiff's Counsel at: Newman Ferrara LLP, c/o Jeffrey M. Norton, 1250 Broadway, 27th Fl., New York, New York 10001; Telephone: (212) 619-5400; or email jnorton@nflp.com.

**NOTICE TO PERSONS OR ENTITIES HOLDING RECORD
OWNERSHIP ON BEHALF OF OTHERS**

Brokerage firms, banks, and/or other persons or entities who hold shares of the stock of Ophthotech for the benefit of others are hereby requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of this Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Ophthotech Corporation Derivative Litigation
Shareholder Notice Program
Computershare Trust Company, N.A.
(800) 962-4284

***PLEASE DO NOT WRITE OR CALL THE COURT OR THE OFFICE OF THE CLERK
FOR THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY
REGARDING THIS NOTICE.***

BY ORDER OF THE COURT

Dated: _____

J.S.C

EXHIBIT C

**SUPREME COURT FOR THE STATE OF NEW YORK
NEW YORK COUNTY**

CARLOS ALONSO CANO, derivatively on behalf of
OPHTHOTECH CORPORATION,

Plaintiff,

v.

DAVID R. GUYER, M.D., GLENN P.
SBLENDORIO, DAVID REDLICK, AXEL
BOLTE, THOMAS DYRBERG, M.D. D.M.Sc.,
MICHAEL ROSS, Ph.D., and JANE
PRITCHETT HENDERSON

Defendants,

and,

OPHTHOTECH CORPORATION,

Nominal Defendant.

INDEX NO.: 650601/2018

Hon. Saliann Scarpulla

Part 39

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a hearing was held before this Court on _____, 20__ pursuant to this Court’s Scheduling Order With Respect to Notice and Settlement Hearing, dated _____, 2018 (the “Scheduling Order”), and upon the Stipulation of Compromise and Settlement dated November 30, 2018 (the “Stipulation”) setting forth the terms and conditions of a proposed settlement (the “Settlement”) of the above-captioned action (the “Action”). The Parties appeared by their attorneys of record. The Court heard and considered the submissions and evidence presented in support of the proposed Settlement, including the Fee and Expense

Application. The opportunity to be heard was given to all other persons requesting to be heard in accordance with the Scheduling Order. The Court considered, among other matters, the benefits of the proposed Settlement and the risks, complexity, expense, and probable duration of further litigation. The terms of the proposed Settlement, including the Fee and Expense Application, were heard and considered by the Court.

This Order and Final Judgment (“Judgment”) incorporates the Stipulation by reference and, unless otherwise defined, all capitalized terms shall have the same meanings as set forth in the Stipulation.

IT IS ORDERED, ADJUDGED, AND DECREED, this ____ day of _____, 20___, that:

1. The Court finds that Plaintiff and Plaintiff’s Counsel have adequately represented the interests of Ophthotech Corporation (“Ophthotech” or the “Company”) and its stockholders with respect to the Action, the claims asserted therein, and all Released Claims.

2. The Court finds that Settlement as set forth in the Stipulation is fair, reasonable, adequate, and in the best interests of Ophthotech and its stockholders.

3. This Court approves the Stipulation in all respects, and the Parties are directed to consummate the Settlement in accordance with the terms of the Stipulation. The Clerk of the Court is directed to enter and docket this Judgment.

4. The Notice of Pendency and Settlement of Derivative Action (the “Notice”) has been given to all current stockholders of the Company pursuant to and in the manner directed by the Scheduling Order, proof of mailing, and other dissemination of the Notice was filed with the Court and full opportunity to be heard has been offered to all parties, current stockholders of the Company, and persons in interest. The Court finds that the form and means of the Notice was the

best notice practicable under the circumstances and was given in full compliance with the requirements of the rules of this Court and due process of law, and that all stockholders of Ophthotech are bound by this Judgment.

5. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Stipulation and this Judgment and over all parties to the Action, including Plaintiff, record or beneficial owners of Ophthotech common stock as of the date of Stipulation, and all Defendants (including nominal defendant Ophthotech).

6. The Action and all claims contained therein, as well as all of the Released Claims, are dismissed with prejudice. As between Plaintiff and Defendants, the Parties are to bear their own costs, except as otherwise provided in the Stipulation and in this Judgment.

7. Upon the Effective Date, the Releasing Persons shall be deemed to, and by operation of this Judgment do, fully, finally, and forever settle, release, discharge, extinguish and dismiss with prejudice the Released Claims against the Released Persons; provided, however, that such release shall not affect any claims to enforce the terms of the Stipulation.

8. Upon the Effective Date, the Released Persons shall be deemed to, and by operation of this Judgment do, fully, finally, and forever settle, release, discharge, extinguish, and dismiss with prejudice all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action against Plaintiff and Plaintiff's Counsel; provided, however, that such release shall not affect any claims to enforce the terms of the Stipulation.

9. Except as otherwise provided in the Stipulation, Plaintiff and all Ophthotech stockholders are barred and enjoined from commencing, prosecuting, investigating, or in any way participating in the commencement or prosecution of any action asserting any Released Claim

against Defendants or any of the Released Persons.

10. Nothing in this Judgment shall in any way impair or restrict the rights of any party to enforce the terms of the Stipulation.

11. The Court hereby approves the Fee and Expense Application in the amount of \$ _____, in accordance with the terms of the Stipulation and finds that such fee is fair and reasonable.

12. Neither the Stipulation, nor any of its terms or provisions, nor entry of this Judgment, nor any document or exhibit referred or attached to the Stipulation, nor any action taken to carry out the Stipulation: (a) is, may be construed as, or may be used as evidence of the validity of any of the Released Claims or an admission by or against Defendants of any fault, wrongdoing, or concession of liability whatsoever by any person in the Action, or any other actions or proceedings, whether civil, criminal, or administrative; or (b) shall be interpreted as an admission of liability or wrongdoing on the part of the individual defendants, nor an admission on the part of Plaintiff of any lack of merit of claims asserted in the Action. Notwithstanding the foregoing, Defendants and the Released Persons may file the Stipulation, or any judgment or order of the Court related hereto, in any action that has been or may be brought against them, in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. Without affecting the finality of this Judgment in any way, the Court retains jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Parties submit to the jurisdiction of the Court for purposes of implementing, enforcing, and interpreting the Stipulation. Nothing herein dismisses or releases any claim by or

against any party to the Stipulation arising out of a breach of the Stipulation or violation of this Judgment.

SO ORDERED:

J.S.C.