

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

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): February 28, 2022**

**CTI BIOPHARMA CORP.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**000-28386**  
(Commission  
File Number)

**91-1533912**  
(IRS Employer  
Identification No.)

**3101 Western Avenue, Suite 800  
Seattle, Washington 98121**  
(Address of Principal Executive Offices) (Zip Code)

**Registrant's Telephone Number, Including Area Code: (206) 282-7100**

**Not applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, par value \$0.001</b>	<b>CTIC</b>	<b>Nasdaq Capital Market</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Appointment of Senior Vice President and Chief Commercial Officer*

On February 28, 2022, CTI BioPharma Corp. (the “Company” or “CTI”) appointed James K. Fong as the Company’s Senior Vice President and Chief Commercial Officer.

Mr. Fong, age 60, previously served as CTI’s Senior Vice President, U.S. Commercial Operations and E.U. General Manager and Vice President, Commercial Operations and E.U. General Manager since September 2012. Mr. Fong is an experienced global commercial operations leader. At CTI, he has led the launch and commercialization efforts for VONJO™. Previously at CTI, from December 2007 to August 2012, he led the U.S. commercialization efforts for ZEVALIN® (acquired by Spectrum Pharmaceuticals) and pre-launch activities for PIXUVRI® (acquired by Servier), for which he also led the commercialization and launch in the E.U. Prior to CTI, Mr. Fong was National Sales Director at CV Therapeutics, where he led a 250-person sales team in the successful launch of RANEXA® and also held the positions of Director of Marketing, Sales Operations and Training. Prior to CV Therapeutics, he held roles of increasing responsibility at Daiichi Sankyo and Pharmacia Upjohn, primarily focused on sales leadership and market access across the therapeutic areas of oncology, metabolic and cardiovascular. He received his B.A. in Psychology from the University of California, Los Angeles (UCLA).

On March 1, 2022, the Company entered into an offer letter with Mr. Fong pursuant to which he will serve as the Company’s Senior Vice President and Chief Commercial Officer (the “Offer Letter”). The Offer Letter provides that Mr. Fong will receive an annualized base salary of \$410,000 (the “Base Salary”) and is eligible to earn year-end performance bonuses with a target bonus opportunity of 40% of his Base Salary (the “Bonus”). The Bonus may exceed the target in cases of exceptional performance. Mr. Fong is eligible to participate in employee benefit plans and programs generally available to the Company’s employees. In addition, he was granted an option to purchase 210,000 shares of the Company’s common stock with a grant date fair value of \$481,614 at an exercise price equal to the fair value of the Company’s common stock on The Nasdaq Capital Market on September 23, 2021. The shares underlying the option vest and become exercisable as follows: one quarter of the underlying shares each anniversary of February 28, 2022, subject to Mr. Fong’s continued service to the Company. The equity awards were made under the Company’s Amended and Restated 2017 Equity Incentive Plan. The foregoing summary of the Offer Letter does not purport to be a complete description of the Offer Letter and is qualified in its entirety by reference to the full text of the Offer Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

In connection with Mr. Fong’s appointment as Senior Vice President and Chief Commercial Officer, the Company and Mr. Fong also entered into an Amendment to the Severance Agreement by and between the Company and Mr. Fong, dated as of January 6, 2015 (as amended, the “Severance Agreement”). The Severance Agreement provides, among other things, that if Mr. Fong’s employment with the Company is terminated for any reason, the Company shall pay Mr. Fong: (i) any accrued but unpaid Base Salary and any reimbursement for expenses incurred in accordance with the Company’s expense reimbursement policies; and (ii) one and one-half of Mr. Fong’s Base Salary and an amount equal to four months of the COBRA premium applicable to Mr. Fong. The foregoing description of the Severance Agreement is qualified in its entirety by reference to the full text of the agreement, which is attached as Exhibits 10.2 and 10.3 to this Current Report on Form 8-K.

Mr. Fong previously entered into an Employee Invention and Proprietary Information Agreement. Mr. Fong will enter into the Company’s standard form of indemnity agreement, which was previously filed by the Company as Exhibit 10.1 to the Company’s Form 8-K filed on January 24, 2018.

There are no arrangements or understandings between Mr. Fong and any other persons pursuant to which he was appointed as Senior Vice President and Chief Commercial Officer of the Company. There are no family relationships between Mr. Fong and any director or executive officer of the Company, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
10.1*+	<a href="#">Offer Letter, by and between CTI BioPharma Corp. and James K. Fong, dated as of March 1, 2022</a>
10.2*+	<a href="#">Severance Agreement, by and between CTI BioPharma Corp. and James K. Fong, dated as of January 6, 2015</a>
10.3*+	<a href="#">Amendment to Severance Agreement, by and between CTI BioPharma Corp. and James K. Fong, dated as of March 1, 2022</a>
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

\* Filed herewith.

+ Indicates management contract or compensatory plan.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Progenity, Inc.

Date: March 4, 2022

By: /s/ David H. Kirske  
David H. Kirske  
Chief Financial Officer



CTI BIOPHARMA CORP.  
3101 Western Ave., Suite 800  
Seattle, WA 98121

February 28, 2022

Jim Fong  
(Delivered via email)

Dear Jim:

On behalf of CTI BIOPHARMA CORP. (CTI) Board of Directors, I am very pleased to promote you to the position of Senior Vice President and Chief Commercial Officer reporting to Bruce Seeley, Executive Vice President and Chief Operating Officer. The effective date for this promotion will be today.

The Senior Vice President and Chief Commercial Officer position is a Section 16 officer position with a bonus target that is determined by the Compensation Committee. The current annual discretionary target bonus rate is at 40%. This position is determined to be exempt from overtime under federal and state law. The Compensation Committee has elected to increase your base salary to the annual rate of \$410,000 effective today. As a reminder, salary increases for Section 16 Officers are at the sole discretion of CTI's Compensation Committee and may take into account various factors including but not limited to salary history, market compensation data and employee performance.

In addition, the Compensation Committee of the Board of Directors has granted you 210,000 stock options to purchase CTI common stock. Such options shall vest over a period of four years from your promotion effective date (today), wherein 25% or 52,500 options will vest after each year from the effective date, thus all 210,000 options shall be exercisable after four years. The option exercise price per share is the last quoted per share selling price for Shares on the day of the Committee meeting on September 23, 2021.

Please sign and date a copy of this letter and return it to Derald Lo in HR.

We thank you for all the contributions you have made at CTI and we look forward to your continued success.

Sincerely,

Adam R. Craig, MD, PhD, MBA  
President, Chief Executive Officer & Interim Chief Medical Officer  
CTI BIOPHARMA CORP (CTI)

Acknowledgement:

Signature: \_\_\_\_\_ /s/ James K. Fong

Date: March 1, 2022

**SEVERANCE AGREEMENT**

**THIS SEVERANCE AGREEMENT** (this "Agreement") is made and entered into this 6th day of January 2015 (the "Effective Date"), by and between CTI BioPharma Corp., a Washington corporation (the "Company"), and James Fong (the "Employee").

**RECITALS**

**THE PARTIES ENTER THIS AGREEMENT** on the basis of the following facts, understandings and intentions:

**A.** The Employee is currently employed with the Company, and the Company desires to provide severance benefits to the Employee in the event the Employee's employment with the Company terminates under certain circumstances, on the terms and conditions set forth in this Agreement.

**B.** This Agreement shall be effective immediately and shall supersede and negate all previous agreements and understandings with respect to the subject matter hereof (including, without limitation, the Severance Agreement by and between the Company and the Employee dated January 15, 2008, as amended (the "Prior Severance Agreement")) except as expressly noted herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

**1. Termination of Employment.**

**1.1 Benefits upon Termination.** If the Employee's employment with the Company is terminated for any reason by the Company or by the Employee for any reason (in any case, the date that the Employee's employment with the Company terminates is referred to as the "Severance Date"), the Company shall have no further obligation to make or provide to the Employee, and the Employee shall have no further right to receive or obtain from the Company, any payments or benefits except as follows:

(a) The Company shall pay the Employee (or, in the event of his death, the Employee's estate) any Accrued Obligations (as such term is defined in Section 2);

(b) If the Employee's employment with the Company terminates as a result of an Involuntary Termination (as such term is defined in Section 2), the Company shall pay the Employee (in addition to the Accrued Obligations), subject to tax withholding and other authorized deductions, an amount equal to one and one-half

(1.5) times the Employee's base salary at the annualized rate in effect on the Severance Date. Such amount is referred to hereinafter as the "Severance Benefit." Subject to Section 17(b), the Company shall pay the Severance Benefit to the Employee in substantially equal installments in accordance with the Company's standard payroll practices over a period of eighteen (18) consecutive months, with the first such installment payable on (or within ten (10) days following) the sixtieth (60th) day following the Employee's Separation from Service (as such term is defined in Section 2).

(c) Notwithstanding the foregoing provisions of this Section 1.1, if the Employee breaches any of his obligations under his Employee Invention and Proprietary Information Agreement (or any similar or successor agreement) with the Company (the "Proprietary Information Agreement") or the Release (defined below) at any time, from and after the date of such breach and not in any way in limitation of any right or remedy otherwise available to the Company, the Employee will no longer be entitled to, and the Company will no longer be obligated to pay, any remaining unpaid portion of the Severance Benefit; provided that, if the Employee provides the Release, in no event shall the Employee be entitled to benefits pursuant to Section 1.1(b) of less than \$5,000 (or the amount of such benefits, if less than \$5,000), which amount the parties agree is good and adequate consideration, in and of itself, for the Release.

(d) The foregoing provisions of this Section 1.1 shall not affect: (i) the Employee's receipt of benefits otherwise due terminated employees under group insurance coverage consistent with the terms of the applicable Company welfare benefit plan; (ii) the Employee's rights under COBRA; or (iii) the Employee's receipt of benefits otherwise due in accordance with the terms of the Company's 401(k) plan (if any).

## **1.2 Release; Exclusive Remedy.**

(a) This Section 1.2 shall apply notwithstanding anything else contained in this Agreement or any stock option or other equity-based award agreement to the contrary. As a condition precedent to any Company obligation to the Employee pursuant to Section 1.1(b) or any other obligation to accelerate vesting of any equity-based award in connection with the termination of the Employee's employment, the Employee shall provide the Company with a valid, executed general release agreement in a form acceptable to the Company (the "Release"), and such Release shall have not been revoked by the Employee pursuant to any revocation rights afforded by applicable law. The Company shall provide the final form of Release to the Employee not later than seven (7) days following the Severance Date, and the Employee shall be required to execute and return the Release to the Company within twenty-one (21) days (or forty-five (45) days if such longer period of time is required to make the Release maximally enforceable under applicable law) after the Company provides the form of Release to the Employee.

(b) The Employee agrees that the payments and benefits contemplated by Section 1.1 shall constitute the exclusive and sole remedy for any termination of his employment and the Employee covenants not to assert or pursue any other remedies, at law or in equity, with respect to any termination of employment. The Company and the Employee acknowledge and agree that there is no duty of the Employee to mitigate damages under this Agreement. All amounts paid to the Employee pursuant to Section 1.1 shall be paid without regard to whether the Employee has taken or takes actions to mitigate damages. The Employee hereby irrevocably resigns, on the Severance Date, from the Company and any affiliate of the Company, as an officer and director of the Company and any affiliate, and as a fiduciary of any benefit plan of the Company or any affiliate of the Company (in each case, to the extent the Employee then has any such position), and from each and every other position that the Employee may then otherwise hold with the Company or any of its affiliates. The Employee agrees to promptly execute and provide to the Company any further documentation, as requested by the Company (whether before or after the Severance Date), to confirm such resignations.

2. **Certain Defined Terms.** As used herein, the following terms shall have the meanings set forth below in this Section 2.

(a) “**Accrued Obligations**” means (i) any of the Employee’s base salary from the Company that had accrued but had not been paid (including accrued and unpaid vacation time, subject to the Company’s vacation policies in effect from time to time) on or before the Severance Date; and (ii) any reimbursement due to the Employee for expenses reasonably incurred by the Employee on or before the Severance Date and documented and pre-approved, to the extent applicable, in accordance with the Company’s expense reimbursement policies in effect at the applicable time.

(b) “**Cause**” means any of the following: (i) gross negligence or willful misconduct in the performance of the Employee’s duties to the Company after written notice to the Employee and the failure to cure same within ten (10) days after receipt of written notice; (ii) the Employee’s refusal or failure to act in accordance with any lawful specific direction or order of the Board or any executive of the Company to which the Employee reports after written notice to the Employee of such refusal or failure and failure to cure the same within ten (10) days after receipt of written notice; (iii) the Employee’s commission of any act of fraud with respect to the Company; (iv) the Employee’s material breach of any written agreement or material policy of the Company after written notice to the Employee of such breach and failure to cure, if curable, the same within ten (10) days after receipt of written notice; (v) the Employee’s conviction of, or plea of nolo contendere to, a crime which adversely affects the Company’s business or reputation, in each case as determined by the Board; and (vi) the Employee’s substantial failure to perform a material duty to the Company or engaging in conduct unbecoming a professional.

(c) “**Disability**” means a physical or mental impairment which, as reasonably determined by the Company’s Board of Directors (the “Board”), renders the Employee unable to perform the essential functions of his employment with the Company, even

with reasonable accommodation that does not impose an undue hardship on the Company, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

(d) “Good Reason” means the occurrence (without the Employee’s consent) of any one or more of the following conditions: (i) a material reduction in the Employee’s responsibilities, authority, titles or offices resulting in material diminution of his position, excluding for this purpose an isolated, insubstantial, inadvertent action not taken in bad faith; (ii) a reduction of more than ten percent (10%) of the Employee’s Base Salary, other than as a part of an across-the-board salary reduction applicable to executive officers of the Company; (iii) relocation of Employee’s primary place of business for the performance of his duties to a location which is more than fifty (50) miles from its prior location; or (iv) a material breach by the Company of this Agreement; provided, however, that any such condition or conditions, as applicable, shall not constitute Good Reason unless both (x) the Employee provides written notice to the Company of the condition claimed to constitute Good Reason within sixty (60) days of the initial existence of such condition(s) (such notice to be delivered in accordance with Section 14), and (y) the Company fails to remedy such condition(s) within thirty (30) days of receiving such written notice thereof; and provided, further, that in all events the termination of the Employee’s employment with the Company shall not constitute a termination for Good Reason unless such termination occurs not more than one hundred and twenty (120) days following the initial existence of the condition claimed to constitute Good Reason.

(e) “Involuntary Termination” shall mean (i) a termination of the Employee’s employment by the Company without Cause (and other than due to Employee’s death or in connection with a good faith determination by the Board that the Employee has a Disability), or (ii) a resignation by the Employee for Good Reason.

(f) As used herein, a “Separation from Service” occurs when the Employee dies, retires, or otherwise has a termination of employment with the Company that constitutes a “separation from service” within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder.

3. **Withholding Taxes; Section 280G.**

(a) Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.

(b) Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits provided under this Agreement and benefits provided to, or for the benefit of, Employee under any other Company plan or agreement, including, for certainty, the Severance Benefits, (such payments or benefits are collectively referred to as the “Benefits”) would be subject to the excise tax (the “Excise Tax”)

imposed under Section 4999 of the Code, the Benefits shall be reduced (but not below zero) if and to the extent that a reduction in the Benefits would result in Employee retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the Excise Tax), than if Employee received all of the Benefits (such reduced amount if referred to hereinafter as the "Limited Benefit Amount"). Unless the Employee shall have given prior written notice specifying a different order to the Company to effectuate the Limited Benefit Amount, any such notice consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Benefits by first reducing or eliminating those payments or benefits which are not payable in cash and then by reducing or eliminating cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the determination by the Accountants described below. Any notice given by Employee pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Employee's rights and entitlements to any benefits or compensation. A determination as to whether the Benefits shall be reduced to the Limited Benefit Amount pursuant to this Agreement and the amount of such Limited Benefit Amount shall be made in writing by the Company's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon Employee and the Company for all purposes. The Accountants shall provide such determination, together with detailed supporting calculations and documentation to the Company and Employee within ten (10) business days of the date of termination of the Employee's employment, if applicable, or such other time as requested by the Company or Employee (provided Employee reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Accountants determine that no Excise Tax is payable by Employee with respect to any Benefits, it shall furnish Employee with an opinion reasonably acceptable to Employee that no Excise Tax will be imposed with respect to any such Benefits. For purposes of making the calculations required by this Section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on interpretations of the Code for which there is a "substantial authority" tax reporting position. The Company and Employee will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company will bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section.

**4. Beneficiaries; Successors and Assigns.**

- (a) In the event any amount is payable pursuant to this Agreement following the Employee's death, payment shall be made to the Employee's estate.
- (b) This Agreement is personal to the Employee and without the prior written consent of the Company shall not be assignable by the Employee otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Employee's legal representatives.

- (c) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Without limiting the generality of the preceding sentence, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor or assignee, as applicable, which assumes and agrees to perform this Agreement by operation of law or otherwise.
5. **Number and Gender; Examples.** Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.
  6. **At-Will Employment.** The parties agree that the Employee's employment with the Company constitutes "at-will" employment and may be terminated at any time, with or without cause or notice, by the Company or the Employee. The Employee understands and agrees that neither the Employee's job performance nor promotions, commendations, bonuses or the like (in each case, if any) from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of the Employee's employment with the Company.
  7. **Section Headings.** The section headings of, and titles of paragraphs and subparagraphs contained in, this Agreement are for the purpose of convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.
  8. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to principles of conflict of laws.
  9. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.
  10. **Entire Agreement.** This Agreement (and the other documents referred to herein) embodies the entire agreement of the parties hereto respecting the matters within its scope. This Agreement supersedes all prior and contemporaneous agreements of the parties hereto that directly or indirectly bears upon the subject matter hereof (including, without limitation, the Prior Severance Agreement). Any prior negotiations, correspondence, agreements, proposals or understandings relating to the subject matter hereof shall be deemed to have been merged into this Agreement, and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or

understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as expressly set forth herein. Notwithstanding anything above in this Section 10 to the contrary, and for purposes of clarity, the Proprietary Information Agreement, any written equity award agreement evidencing the terms and conditions of an equity award granted by the Company to the Employee (as to such award only), as well as the Company's rights under any trade secret, confidentiality, inventions or similar agreement or policy, are not integrated into this Agreement and shall continue in effect.

11. **Modifications.** This Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement which is executed by both of the parties hereto; provided, however, that any such subsequent agreement that would contract the Employee's rights under this Agreement must expressly refer to this Agreement in order for it to amend, modify or change (in whole or in part) the Employee's rights under this Agreement.
12. **Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party giving such waiver.
13. **Arbitration.** The Employee and the Company agree that any controversy arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other controversy arising out of Employee's employment, including, but not limited to, any state or federal statutory claims, shall be submitted to arbitration in King County, Washington, before a sole arbitrator (the "Arbitrator") selected from the American Arbitration Association, as the exclusive forum for the resolution of such dispute; provided, however, that provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or Employee's employment. The parties agree that the Company shall be responsible for payment of the forum costs of any arbitration hereunder, including the Arbitrator's fee, but that each party shall bear its own attorneys fees and other expenses.

14. **Notices.** Any notice provided for in this Agreement must be in writing and must be either personally delivered, transmitted via telecopier, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address below indicated or at such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder and received when delivered personally, when received if transmitted via telecopier, five days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service.

if to the Company:

CTI BioPharma Corp.  
3101 Western Avenue, Suite 600  
Seattle, Washington 98121  
Attention: Chief Executive Officer

with a copies to:

CTI BioPharma Corp.  
3101 Western Avenue, Suite 600  
Seattle, Washington 98121  
Attention: Legal Affairs

AND

O'Melveny & Myers LLP  
Two Embarcadero Center, 28th Floor  
San Francisco, California 94111-3823  
Attn: C. Brophy Christensen, Esq.

if to the Employee, to the address most recently on file in the payroll records of the Company.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
16. **Legal Counsel; Mutual Drafting.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the

drafter of such language. The Employee agrees and acknowledges that he has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so. The Employee agrees and acknowledges that O'Melveny & Myers LLP is legal counsel to the Company and not counsel to, nor has it provided advice to, the Employee.

**17. Section 409A.**

(a) It is intended that any amounts payable under this Agreement shall either be exempt from or comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto) ("Code Section 409A") so as not to subject the Employee to payment of any additional tax, penalty or interest imposed under Code Section 409A. The provisions of this Agreement shall be construed and interpreted to avoid the imputation of any such additional tax, penalty or interest under Code Section 409A yet preserve (to the nearest extent reasonably possible) the intended benefit payable to the Employee.

(b) If the Employee is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-1 (i) as of the date of the Employee's Separation from Service, the Employee shall not be entitled to any payment or benefit pursuant to Section 1.1(b) until the earlier of (i) the date which is six (6) months after his or her Separation from Service for any reason other than death, or (ii) the date of the Employee's death. The provisions of this Section 17(b) shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Code Section 409A. Any amounts otherwise payable to the Employee upon or in the six (6) month period following the Employee's Separation from Service that are not so paid by reason of this Section 17(b) shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after the Employee's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of the Employee's death).

*[The remainder of this page has intentionally been left blank.]*

IN WITNESS WHEREOF, the Company and the Employee have executed this Agreement as of the Effective Date.

**“COMPANY”**

**CTI BioPharma Corp.,**  
a Washington corporation

By: /s/ James A. Bianco  
Name: James A. Bianco  
Title: President and Chief Executive officer

**“EMPLOYEE”**

/s/ James Fong  
**James Fong**

**AMENDMENT TO SEVERANCE AGREEMENT**

**THIS AMENDMENT** (this "Amendment") to the Severance Agreement dated January 6, 2015 (the "Agreement") is made and entered into this 1st day of March, 2022 (the "Effective Date"), by and between CTI BioPharma Corp., a Delaware corporation (the "Company"), and James Fong (the "Employee").

**RECITALS**

**THE PARTIES ENTER THIS AGREEMENT** on the basis of the following facts, understandings and intentions:

The parties have previously entered into a Severance Agreement which includes among other term and conditions certain benefits upon termination which the parties wish to amend.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

**Section 1.1(b) of the Agreement is hereby amended and replace in its entirety with the following:**

Subject to the limitations of Sections 3 and 16 below, if the Employee's employment with the Company terminates as a result of an Involuntary Termination and the Employee satisfies the Release requirement set forth in Section 1.2(a) below, the Company shall pay the Employee (in addition to the Accrued Obligations), subject to tax withholding and other authorized deductions, (i) an amount equal to one and one-half (1.5) the Employee's base salary at the annualized rate in effect on the Severance Date (the "Salary Continuation") and (ii) an amount equal to four (4) months of the COBRA premium applicable to the Employee (the "COBRA Payment"). Such amounts are referred to hereinafter as the "Severance Benefit." Subject to Section 16(b), the Company shall pay the Salary Continuation to the Employee in substantially equal installments in accordance with the Company's standard payroll practices over a period of eighteen (18) consecutive months, with the first such installment payable on (or within ten (10) days following) the sixtieth (60th) day following the Employee's Separation from Service. In addition, Subject to Section 16(b), the Company shall pay the COBRA Payment to the Employee in a single lump sum payment to be paid on the first payment date specified in the preceding sentence.

All other terms and conditions shall remain unchanged.

*[The remainder of this page has intentionally been left blank.]*

IN WITNESS WHEREOF, the Company and the Employee have executed this Amendment as of the Effective Date.

**CTI BIOPHARMA CORP.**

By: /s/ Adam Craig

Name: Adam Craig

Title: President and CEO

**EMPLOYEE**

/s/ James Fong

**JAMES FONG**

SIGNATURE PAGE TO  
AMENDMENT TO SEVERANCE AGREEMENT