

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**In re AVEO Pharmaceuticals, Inc. Securities
Litigation**

No. 1:13-cv-11157-DJC

This document relates to: All Actions

CLASS ACTION

Hon. Denise J. Casper

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR ACQUIRED SHARES OF AVEO PHARMACEUTICALS, INC. (“AVEO”) BETWEEN MAY 16, 2012 AND MAY 1, 2013, BOTH DATES INCLUSIVE (THE “CLASS PERIOD”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE EXPLAINS IMPORTANT RIGHTS YOU MAY HAVE FROM THE SETTLEMENT, WHICH MAY BE AFFECTED WHETHER YOU DO OR DO NOT ACT. A FEDERAL COURT APPROVED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

CLASS RECOVERY: This Notice has been sent to you pursuant to an Order of the United States District Court, District of Massachusetts (the “Court”) in *In re AVEO Securities Litigation*, No. 1:13-cv-11157 (the “Action”). One of the purposes of this Notice is to inform you of the proposed Settlement of the Action. If approved by the Court, the Settlement will provide for \$15 million cash and 2 million warrants to be issued after final approval of this Settlement, with a one-year term and a \$3.00 strike price (the closing price the day before the Parties agreed to this Settlement). Your recovery will depend on the number of shares of AVEO common stock you, and other Class Members who file claims, purchased and sold and the prices at which you, and the other Class Members who file claims, purchased and sold those shares. Plaintiffs estimate there were approximately 24.03 million shares of AVEO common stock traded during the Class Period that may have been damaged. The estimated average recovery will have an economic value of approximately \$0.7501 per share, before deduction of Court approved fees and expenses and costs of notice and claims administration, based on Plaintiffs’ estimated value of the warrant component of the Settlement at \$1.5213 per warrant (as of January 31, 2018). The actual amount disbursed to members of the Class who participate in the Settlement may be more or less than this figure.

POTENTIAL OUTCOME OF THE CASE: The parties vigorously disagree on both liability and damages, and do not agree on the average amount of damages per share that would be recoverable if Plaintiffs prevailed on each claim alleged. No trial has taken place, and no trier of fact has ruled on any claim or defense in this Action. Prior to this Settlement, this Action was set for trial to begin on June 5, 2018. The Defendants continue to deny that they are liable to the Plaintiffs or the Class and deny that Plaintiffs or the Class have suffered any damages, and the Settlement is not any admission of wrongdoing or liability.

REASONS FOR SETTLEMENT: Plaintiffs believe that the proposed Settlement is fair, reasonable and adequate to, and in the best interests of, the Class. Plaintiffs and their counsel have reached this conclusion after investigating and considering, among other things, the amount of the Settlement, the strengths and weaknesses of Plaintiffs’ claims against Defendants, the uncertainties of trial and appeal, and the concrete benefits provided by the Settlement to the members of the Class. The Settlement was entered into after extensive mediation proceedings.

Without admitting any wrongdoing or liability on their part whatsoever, Defendants are nevertheless willing to settle provided that all of the claims of the Class are settled and compromised, in order to avoid the continuing burden, expense, inconvenience and distraction to Defendants in this Action.

ATTORNEYS' FEES AND COSTS SOUGHT: Class Counsel has not received any payment for its services in conducting this litigation on behalf of Plaintiffs and the members of the Class, nor has it been reimbursed for its out-of-pocket expenditures. If the Settlement is approved by the Court, Class Counsel may apply to the Court for attorneys' fees not to exceed 30% of the Settlement Amount, and reimbursement of expenses not to exceed \$400,000.00. If that amount is approved by the Court, the average cost would be \$0.2417 per share for each of the 24.03 million estimated damaged shares. In addition, a Compensatory Award for the time and expenses incurred by Class Plaintiffs will be sought, not to exceed \$5,000.00 each.

IDENTIFICATION OF PLAINTIFFS' COUNSEL: Requests for further information regarding the Action and this Notice may be directed to Class Counsel: Joshua B. Silverman, Pomerantz LLP, 10 South LaSalle Street, Suite 3505, Chicago, IL 60603, jbsilverman@pomlaw.com. **Do not contact the Court.**

DEFINED TERMS: All capitalized terms not specifically defined in this Notice shall have the same meaning as provided in the Stipulation of Settlement.

The sending of this Notice should not be construed as any indication of the Court's view as to the merits of any claims or defenses asserted by any party to this Action.

I. IDENTIFICATION OF THE CLASS

The proposed Settlement affects the rights of the members of the Class. The Class consists of:

All persons or entities who purchased or acquired shares of AVEO common stock (ticker symbol AVEO) between May 16, 2012 and May 1, 2013, both dates inclusive. Excluded from the Class are (1) Defendants and their immediate families, (2) any entity in which Defendants have or had a controlling interest, (3) current and former officers, directors and employees of AVEO, and (4) the legal representatives, heirs, successors, or assigns of any excluded party.

If you are a member of the Class, you have the following options in this Settlement:

SUBMIT A PROOF OF CLAIM AND RELEASE NO LATER THAN MAY 29, 2018	The only way to get a payment, if you are eligible. You will release claims against the Defendants and others. <i>See</i> Section VII.
EXCLUDE YOURSELF NO LATER THAN MAY 16, 2018	Get no payment. This is the only option that allows you to be part of any other lawsuit against Defendants with respect to the claims in this case. <i>See</i> Section IV.
OBJECT NO LATER THAN MAY 16, 2018	Write to the Court about why you object to the Settlement. <i>See</i> Section VI.
GO TO A HEARING ON MAY 30, 2018	Ask to speak in Court about the fairness of the Settlement. <i>See</i> Section VI.
DO NOTHING	Get no payment. You will still release claims against Defendants and others. If you do not want to release claims you must file an exclusion.

II. DESCRIPTION OF THE ACTION

Summary of the Action

This Action arises out of a securities fraud class action first filed against AVEO and three of its former officers, Tuan Ha-Ngoc, William Slichenmyer, and David Johnston on May 9, 2013 alleging violations of law under Sections 10(b) (and Rule 10b-5 promulgated thereunder) and 20(a) of the Securities Exchange Act of 1934.

On February 3, 2014, Class Plaintiffs Robert Levine and William Windham filed an Amended Complaint, that Defendants moved to dismiss and that was dismissed on March 20, 2015. On June 26, 2015, Class Plaintiffs filed a Second Amended Complaint, which Defendants moved to dismiss and that was dismissed with prejudice on November 18, 2015. On December 9, 2015, Class Plaintiffs filed a notice of appeal with the United States Court of Appeals for the First Circuit.

On April 4, 2016, Class Plaintiffs filed a motion in the District Court under Federal Rule of Civil Procedure 60(b) seeking to vacate dismissal of this Action based upon evidence that Class Plaintiffs contended was newly-discovered and likely to lead to a different outcome. By order dated January 3, 2017, as clarified by order dated January 31, 2017, the Court granted this motion and vacated dismissal. On February 2, 2017, Class Plaintiffs filed their Third Amended Complaint. Thereafter, the Parties engaged in extensive document and deposition discovery. Fact discovery closed August 13, 2017.

On November 14, 2017, the Court granted class certification, appointed Class Plaintiffs as the class representatives, and appointed their counsel, Pomerantz LLP, as Class Counsel.

Events that Led to Settlement

In February 2016, the Parties participated in an in-person mediation session before Judge King, settlement officer of the United States Court of Appeals for the First Circuit, which was unsuccessful. On September 12 and 13, 2017, the Parties participated in a two-day mediation session before Magistrate Judge Bowler of the United States District Court for the District of Massachusetts, which was also unsuccessful. On October 23, 2017, the Parties participated in a mediation session before John Van Winkle, Esq., in which the Parties made significant progress but failed to resolve their dispute. Negotiations continued over the proceeding months, culminating in a mediator's proposal which was accepted by both sides, resulting in this Settlement. On December 26, 2017, the Parties signed a Memorandum of Understanding reflecting their agreement in principle to settle this Action. On December 27, 2017, the Parties jointly proposed that the Court stay all pending deadlines.

Class Counsel continue to believe that the claims against the Defendants in this Action have merit and that the evidence developed in discovery would support their claims at trial. However, they recognize and acknowledge the expense and length of continued proceedings, trial, and appeals, and have taken into account the uncertain outcome and the risk of any litigation, especially complex actions such as here. They are also mindful of the defenses asserted by Defendants. In light of the foregoing, Class Counsel believe that the Settlement set forth in the Stipulation confers a meaningful benefit upon the Class. Based on the evaluation and recommendation of Class Counsel, Class Plaintiffs have determined that the Settlement is in the best interests of the Class.

Defendants deny and have not admitted any allegation of wrongdoing, fault, liability, or damage whatsoever. Defendants have agreed to enter into the Settlement to avoid the uncertainties, burden, and expense of further litigation and to put the Released Claims to rest, finally and forever.

III. PLAN OF ALLOCATION

The \$15,000,000 settlement cash and 2 million Settlement Warrants, together with any interest earned thereon and/or proceeds thereof shall be the Settlement Fund. The Settlement is subject to Court approval. The Settlement Fund less taxes, approved costs, fees and expenses (the "Net Settlement Fund") shall be distributed to members of the Class who submit valid Proofs of Claim ("Authorized Claimants").

The Settlement Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount of what a Class Member lost or might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is simply the basis upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants.

The Plan of Allocation takes into consideration the Limitation on Damages provision of the PSLRA, 15 U.S.C. § 78u-4(e), the advice of Plaintiffs' experts, and the principles of economic loss articulated by the Supreme Court in *Dura Pharmaceuticals, Inc. v. Broudo*, 544 U.S. 336 (2005). For purposes of this Settlement, the Recognized Loss shall be calculated as follows:

- 1) There is no Recognized Loss for shares purchased prior to May 16, 2012.
- 2) For shares purchased between May 16, 2012 and August 1, 2012, inclusive,
 - a) that were subsequently sold prior to August 2, 2012, the Recognized Loss per share is \$0.00.
 - b) that were subsequently sold between August 2, 2012 through April 29, 2013, inclusive, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or (ii) \$3.40.
 - c) that were subsequently sold on April 30, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or (ii) \$5.71.

- d) that were subsequently sold on May 1, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or (ii) \$5.42.
 - e) that were subsequently sold on May 2, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$8.08; or (iii) the purchase price minus \$2.65.
 - f) that were subsequently sold between May 3, 2013 and July 30, 2013, inclusive, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$8.22; or (iii) the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition as provided in Table 1 below.
 - g) that were still held as of the close of trading July 30, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$8.22; or (iii) the purchase price minus the average closing price of AVEO common stock during the 90-day period following the Class Period, which is \$2.57.
- 3) For shares purchased between August 2, 2012 through April 29, 2013, inclusive,
- a) that were subsequently sold prior to April 30, 2013, the Recognized Loss per share is \$0.00.
 - b) that were subsequently sold on April 30, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or (ii) \$2.31.
 - c) that were subsequently sold on May 1, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; or (ii) \$2.02.
 - d) that were subsequently sold on May 2, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$4.68; or (iii) the purchase price minus \$2.65.
 - e) that were subsequently sold between May 3, 2013 and July 30, 2013, inclusive, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$4.82; or (iii) the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition as provided in Table 1 below.
 - f) that were still held as of the close of trading July 30, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$4.82; or (iii) the purchase price minus the average closing price of AVEO common stock during the 90-day period following the Class Period, which is \$2.57.
- 4) For shares purchased on April 30, 2013,
- a) that were subsequently sold on April 30, 2013 or May 1, 2013, the Recognized Loss per share is \$0.00.
 - b) that were subsequently sold on May 2, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$2.37; or (iii) the purchase price minus \$2.65.
 - c) that were subsequently sold between May 3, 2013 and July 30, 2013, inclusive, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$2.51; or (iii) the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition as provided in Table 1 below.
 - d) that were still held as of the close of trading July 30, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$2.51; or (iii) the purchase price minus the average closing price of AVEO common stock during the 90-day period following the Class Period, which is \$2.57.
- 5) For shares purchased on May 1, 2013,
- a) that were subsequently sold on May 1, 2013, the Recognized Loss per share is \$0.00.
 - b) that were subsequently sold on May 2, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$2.66; or (iii) the purchase price minus \$2.65.

- c) that were subsequently sold between May 3, 2013 and July 30, 2013, inclusive, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$2.80; or (iii) the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition as provided in Table 1 below.
- d) that were still held as of the close of trading July 30, 2013, the Recognized Loss per share is the lesser of: (i) the purchase price minus the sale price; (ii) \$2.80; or (iii) the purchase price minus the average closing price of AVEO common stock during the 90-day period following the Class Period, which is \$2.57.

TABLE 1

SALE / DISPOSITION DATE	90-DAY LOOKBACK VALUE	SALE / DISPOSITION DATE	90-DAY LOOKBACK VALUE	SALE / DISPOSITION DATE	90-DAY LOOKBACK VALUE
5/2/2013	\$2.65	6/3/2013	\$2.66	7/2/2013	\$2.60
5/3/2013	\$2.59	6/4/2013	\$2.66	7/3/2013	\$2.59
5/6/2013	\$2.50	6/5/2013	\$2.65	7/5/2013	\$2.59
5/7/2013	\$2.49	6/6/2013	\$2.64	7/8/2013	\$2.59
5/8/2013	\$2.49	6/7/2013	\$2.62	7/9/2013	\$2.59
5/9/2013	\$2.51	6/10/2013	\$2.62	7/10/2013	\$2.59
5/10/2013	\$2.54	6/11/2013	\$2.63	7/11/2013	\$2.59
5/13/2013	\$2.56	6/12/2013	\$2.62	7/12/2013	\$2.58
5/14/2013	\$2.58	6/13/2013	\$2.62	7/15/2013	\$2.59
5/15/2013	\$2.59	6/14/2013	\$2.62	7/16/2013	\$2.59
5/16/2013	\$2.61	6/17/2013	\$2.62	7/17/2013	\$2.58
5/17/2013	\$2.64	6/18/2013	\$2.62	7/18/2013	\$2.58
5/20/2013	\$2.66	6/19/2013	\$2.62	7/19/2013	\$2.58
5/21/2013	\$2.68	6/20/2013	\$2.62	7/22/2013	\$2.58
5/22/2013	\$2.68	6/21/2013	\$2.62	7/23/2013	\$2.58
5/23/2013	\$2.68	6/24/2013	\$2.61	7/24/2013	\$2.58
5/24/2013	\$2.68	6/25/2013	\$2.61	7/25/2013	\$2.58
5/28/2013	\$2.68	6/26/2013	\$2.61	7/26/2013	\$2.58
5/29/2013	\$2.68	6/27/2013	\$2.60	7/29/2013	\$2.57
5/30/2013	\$2.68	6/28/2013	\$2.60	7/30/2013	\$2.57
5/31/2013	\$2.67	7/1/2013	\$2.60		

General Provisions:

1. There shall be no Recognized Loss attributed to any AVEO securities other than common stock.
2. The date of a purchase or sale of AVEO common stock is the “trade” date, and not the “settlement” date.
3. All purchase and sale prices shall exclude any fees, taxes and commissions.
4. For any Recognized Loss amount that is calculated to be a negative number, the Recognized Loss shall be set to zero.
5. The first-in, first-out basis (“FIFO”) will be applied to both purchases and sales.
6. The date of covering a “short sale” is deemed to be the date of purchase of AVEO common stock; and the date of a “short sale” is deemed to be the date of sale of AVEO common stock originally sold short. Short sales will not have any Recognized Loss.
7. Exercise of option contracts into AVEO common stock will be considered to be purchases or sales of AVEO common stock as of the date of the exercise.

8. No cash payment will be made on a claim where the potential distribution amount is less than \$20.00. Please be advised that if you did not incur a Recognized Loss as defined in the Plan of Allocation you will not receive a cash distribution from the Net Settlement Fund, but you will be bound by all determinations and judgments of the Court in connection with the Settlement, including being barred from asserting any of the Released Claims against the Released Parties.
9. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Class Member on equitable grounds.
10. No person shall have any claim against Class Counsel, the Settlement Administrator or other agent designated by Class Counsel, or any Defendant or any Defendants' Counsel based on the distribution made substantially in accordance with the Stipulation and this Plan of Allocation, or further orders of the Court.
11. Class Members who do not submit valid Proofs of Claim will not share in the settlement proceeds. Class Members who do not either submit a Request for Exclusion or submit a valid Proof of Claim will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.
12. Upon receipt of the Settlement Warrants, Class Counsel will have the right to take any measures they deem appropriate to protect the overall value of the Settlement prior to distribution to the Authorized Claimants, including, but not limited to, exercise or sales of all or part of the Settlement Warrants. Class Counsel shall have no liability for any exercise, sale, liquidation, transfer, or other disposition of the Settlement Warrants absent gross negligence or willful misconduct. Class Counsel shall also have the right to use the Settlement Cash in the Net Settlement Fund for the exercise of Settlement Warrants in the Net Settlement Fund, or other transactions to protect the overall value of the Net Settlement Fund.

IV. REQUESTING EXCLUSION FROM THE CLASS

IF YOU ARE A MEMBER OF THE CLASS, YOU MAY BE ELIGIBLE TO SHARE IN THE BENEFITS OF THIS SETTLEMENT AND WILL BE BOUND BY ITS TERMS UNLESS YOU EXCLUDE YOURSELF FROM THE CLASS.

Each member of the Class shall be bound by all determinations and judgments of the Court in connection with the Settlement, whether favorable or unfavorable, unless such Class Member shall mail, by First-Class Mail, sufficient postage prepaid, a written request for exclusion from the Class, **postmarked on or before May 16, 2018**, addressed to the Settlement Administrator at: *AVEO Securities Litigation, Exclusions*, c/o Epiq, Settlement Administrator, P.O. Box 5110, Portland, OR 97208-5110. Include your name, address, phone number, and an accurate list of all of your transactions in AVEO common stock (including the number of shares, principal amount and trade date of each purchase and sale). You must also sign the request, verifying the accuracy of the submitted information. A request for exclusion shall not be effective unless submitted within the time and in the form and manner provided above. **You cannot exclude yourself by telephone, email or fax.**

If a person or entity who is a member of the Class duly requests to be excluded from the Class, such person or entity will not be bound by any orders or judgments entered in respect of the Settlement and shall not be entitled to receive any benefits provided by the Settlement in the event it is finally approved by the Court.

If a judgment approving the Settlement provided for in the Stipulation is finally entered, all members of the Class who have not requested exclusion shall conclusively be deemed to have released and shall thereafter be barred from asserting any of the Released Claims against the Released Parties.

The Release

In return for the payment of the Settlement Fund, Class Members who do not file for exclusion from the Class will release, discharge and dismiss with prejudice all Released Claims as against each and all of the Released Parties, without costs to any party except as provided herein, upon the Effective Date. Class Plaintiffs and all Class Members, whether or not any such Person submits a Proof of Claim and Release or shares in the Net Settlement Fund, on behalf of themselves and each of their predecessors, successors, parents, subsidiaries, affiliates, custodians, agents, assigns, representatives, heirs, executors, trustees and administrators, will be deemed by this Settlement on the Effective Date to release and forever discharge the Released Parties from any and all of the Released Claims.

On the Effective Date, all Class Members, and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceedings in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Parties.

V. STATEMENT OF ATTORNEYS' FEES AND COSTS SOUGHT

If the proposed Settlement is approved, Class Counsel intend to apply to the Court for an award of attorneys' fees and reimbursement of expenses from the Settlement Fund. Class Counsel will seek no more than 30 percent of the Settlement Fund as fees, plus an additional amount not to exceed \$400,000.00 as reimbursement for the expenses and costs actually incurred, in prosecuting the action. Class Counsel believe their intended fee request to be fair and reasonable. Class Counsel have litigated this case on a wholly contingent basis and have received no compensation during the period the case has been pending. Class Counsel expended considerable time and expense during the Action. Had the case not been successful, Class Counsel would have sustained a considerable financial loss.

In addition, Class Counsel intend to apply to the Court on behalf of the two Court-appointed Class Plaintiffs for reimbursement from the Settlement Fund of their reasonable time, costs and expenses directly relating to their representation of the Class. Class Counsel will seek no more than \$5,000.00 for each Class Plaintiff.

VI. THE FINAL APPROVAL HEARING

The Final Approval Hearing shall be held before Honorable Denise J. Casper on May 30, 2018, at 2:30 p.m., in Courtroom 11 of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, to determine: (1) whether the proposed Settlement of the Class's claims against the Defendants for \$15,000,000.00 cash and 2 million Settlement Warrants should be approved as fair, reasonable and adequate; (2) whether the proposed Plan of Allocation is fair, just, reasonable, and adequate; (3) whether the Court should permanently enjoin the assertion of any claims that arise from or relate to the subject matter of the Action; (4) whether the Action should be dismissed with prejudice against the Defendants as set forth in the Stipulation of Settlement filed with the Court; (5) whether the application by Class Counsel for an award of attorneys' fees and expenses should be approved; and (6) whether the Class Plaintiffs' application for reimbursement of costs and expenses should be granted.

The Final Approval Hearing may be adjourned or continued by the Court without further notice other than an announcement at such hearing or on the Electronic Case Filing at the website of the District of Massachusetts: <https://ecf.mad.uscourts.gov/>.

If you are a member of the Class and have not excluded yourself, you may object in writing to the proposed Settlement, Plan of Allocation, and any application for attorneys' fees and expenses, or reimbursement of the costs and expenses of Class Plaintiffs. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. To object, you must send a written notice of objection to both the Clerk of the Court, District of Massachusetts, John Joseph Moakley Courthouse, 1 Courthouse Way, Boston, MA 02210, and to counsel of record:

Joshua B. Silverman
POMERANTZ LLP
10 South LaSalle Street, Suite 3505
Chicago, IL 60603
Class Counsel

William Paine
WILMERHALE LLP
60 State Street
Boston, MA 02109
Defendants' Counsel

The notice of objection must be received by the Court by May 16, 2018, and include: (1) a description of your objection, and the reasons for your objection; (2) notice if you intend to appear at the Final Approval Hearing, (3) a list of your transaction(s) in AVEO common stock between May 16, 2012 and May 1, 2013; and (4) brokerage statements, confirmation slips or similar evidence confirming that you are a member of the Class.

If you fail to object in the manner described above, you will waive any objections you may have and will be barred from raising those objections in this Action or any other action. Objections directed solely to the proposed Plan of Allocation, attorneys' fees and expenses, or awards to the Class Plaintiffs will not affect the finality of the Settlement, if approved by the Court.

If you are a Class Member and do not request exclusion, you will be represented by Class Counsel in connection with the Settlement. You may also enter an appearance through your own counsel at your own expense.

VII. PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a cash distribution from the Settlement Fund, you must timely complete, sign and file a Proof of Claim and Release Form (“Proof of Claim”). A Proof of Claim is annexed to this Notice. You may receive more than one copy of this Notice and the Proof of Claim, but you should **submit only one Proof of Claim** for each account.

The Proof of Claim (1) **must** be completed in accordance with the instructions on the Proof of Claim, (2) **must** enclose all documentation required by the instructions, and (3) **must** be filed with the Court-appointed Settlement Administrator **postmarked on or before May 29, 2018** at the following address:

AVEO Securities Litigation
c/o Epiq
Settlement Administrator
P.O. Box 5110
Portland, OR 97208-5110

A Proof of Claim will be deemed filed when mailed via First-Class Mail, sufficient postage prepaid.

Members of the Class who do not exclude themselves from the Class and who fail to submit a valid and timely Proof of Claim will not receive a payment from the Settlement, but will nevertheless be bound by the Settlement if finally approved, and all orders and judgments entered by the Court in connection therewith.

By Order of the Court, the Proof of Claim provides for and requires a Release of all Released Claims by all members of the Class who file Proofs of Claim. The Release will become effective on the Effective Date of the Settlement.

Each person or entity submitting a Proof of Claim thereby submits to the jurisdiction of the Court for purposes of the Litigation, the Settlement and any proceedings relating to such Proof of Claim, and agrees that such a filed Proof of Claim will be subject to review and further inquiry as to such person’s or entity’s status as a member of the Class and the allowable amount of the claim.

VIII. SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired shares of AVEO common stock between May 16, 2012 and May 1, 2013, both dates inclusive, for the beneficial interest of a person or organization other than yourself, you must either (a) within seven (7) days after receipt of this Notice, provide to the Settlement Administrator the name and last known address of each person or entity, (preferably in electronic format (e.g. Excel, csv)) setting forth (i) title/registration; (ii) street address; (iii) city/state/ZIP; or (b) request, in writing, additional copies of this Notice at the below address, which will be provided free of charge, and within seven (7) days after receipt of such Notices, mail the Notice directly to the beneficial owners of the securities referred to herein.

If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Settlement Administrator confirming that the mailing was made as directed. You are entitled to reimbursement of your *reasonable* expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the actual out of pocket cost incurred in connection with ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Settlement Administrator at the following address:

AVEO Securities Litigation
c/o Epiq
Settlement Administrator
P.O. Box 5110
Portland, OR 97208-5110

IX. EXAMINATION OF PAPERS AND INQUIRIES

For further information about the Action, you may contact Class Counsel at the address listed above or consult the pleadings and other papers filed in the Action at the Office of the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, during normal business hours of each business day. If you have an account with PACER, you may consult the pleadings and other papers via Electronic Case Filing at the website of the District of Massachusetts: <https://ecf.mad.uscourts.gov/>

If you have any questions concerning this case or your membership in the Class, please contact the Settlement Administrator by mail at *AVEO Securities Litigation*, c/o Epiq, Settlement Administration, P.O. Box 5110, Portland, OR 97208-5110, by phone at (855) 367-5403, by email at info@AVEOSecuritiesLitigation.com, or by visiting www.AVEOSecuritiesLitigation.com.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT, THE CLERK'S OFFICE, THE DEFENDANTS, OR DEFENDANTS' COUNSEL.

Dated: February 28, 2018

**By Order of the Court
United States District Court
District of Massachusetts**