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*Proposed Attorneys for the Debtors  
and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

EIGER BIOPHARMACEUTICALS, INC., *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**NOTICE OF SELECTION OF WINNING BID**

**PLEASE TAKE NOTICE** that on April 1, 2024, the debtors and debtors in possession in the above-captioned chapter 11 cases (the “Debtors”) filed the *Debtors’ Motion for Entry of an Order (I)(A) Approving the Bid Procedures; (B) Authorizing the Debtors to Select Sentyln Therapeutics, Inc. as the Zokinvy Stalking Horse Purchaser & Approving Bid Protections; (C) Approving the Bid Protections Relating to the Remaining Assets Stalking Horse Purchaser(s), if Any; (D) Establishing Bid Deadlines, Auction(s), and Sale Hearing(s); (E) Approving the Form and Manner of Sale Notice; (F) Approving Assignment and Assumption*

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Eiger BioPharmaceuticals, Inc. (1591); EBPI Merger Inc. (9986); EB Pharma LLC (8352); Eiger BioPharmaceuticals Europe Limited (N/A); and EigerBio Europe Limited (N/A). The Debtors’ service address is 2155 Park Boulevard, Palo Alto, California 94306.



*Procedures; (G) Approving the Form and Manner of Potential Assumption and Assignment Notice; (II)(A) Authorizing the Sale of the Assets Free and Clear; and (B) Approving the Assumption and Assignment of Designated Contracts; and (III) Granting Related Relief [Docket No. 13] (the “Motion”).*

**PLEASE TAKE FURTHER NOTICE** that, on April 5, 2024, the Court entered the *Order (I)(A) Approving the Bid Procedures; (B) Authorizing the Debtors to Select Sentyln Therapeutics, Inc. as the Zokinvy Stalking Horse Purchaser & Approving Bid Protections; (C) Approving the Bid Protections Relating to the Remaining Assets Stalking Horse Purchaser(s), if Any; (D) Establishing Bid Deadlines, Auction(s), and Sale Hearing(s); (E) Approving the Form and Manner of Sale Notice; (F) Approving Assignment and Assumption Procedures; (G) Approving the Form and Manner of Potential Assumption and Assignment Notice; (II)(A) Authorizing the Sale of the Assets Free and Clear; and (B) Approving the Assumption and Assignment of Designated Contracts; And (III) Granting Related Relief [Docket No. 94] (the “Bid Procedures Order”)<sup>2</sup> granting, in part, the Motion and approving the bid procedures (the “Bid Procedures”) annexed as Exhibit 1 to the Bid Procedures Order.*

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bid Procedures, the Debtors conducted the Auction for the Zokinvy Assets on April 17, 2024 at 9:30 a.m. (CT).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bid Procedures Order, Sentyln Therapeutics, Inc. (the “Zokinvy Stalking Horse Purchaser”) has been designated the Winning Bidder with a final bid during the Auction of a Base Price in the amount of \$46,100,000 less a credit in the amount of \$900,000 for the Termination Fee resulting in a net Base Price in the amount of \$45,200,000 (assuming a Closing on April 24, 2024).

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bid Procedures Motion, the Bid Procedures, and the Bid Procedures Order, as applicable.

**PLEASE TAKE FURTHER NOTICE** that the Zokinvy Stalking Horse Purchaser seeks to purchase the Zokinvy Assets free and clear of liens, claims, encumbrances, and other interests (the “Zokinvy Sale”) on the terms set forth in the Zokinvy Stalking Horse APA.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bid Procedures Order, Eton Pharmaceuticals, Inc. (the “Eton”), has been designated the Backup Bidder with its bid during the Auction of a Base Price in the amount of \$46,000,000.

**PLEASE TAKE FURTHER NOTICE** that the Debtors will seek approval of the Zokinvy Sale of the Zokinvy Assets to the Zokinvy Stalking Horse Purchaser at a hearing scheduled for **April 23, 2024, at 9:30 a.m. (CT)** (the “Zokinvy Sale Hearing”) before the Honorable Stacey G.C. Jernigan, United States Bankruptcy Judge for the Bankruptcy Court for the Northern District of Texas, Courtroom 1, floor 14, 1100 Commerce Street, Dallas, TX 75242-1496.

**PLEASE TAKE FURTHER NOTICE** that attached as **Exhibit A** is a list of the Designated Contracts and applicable Cure Amounts for each respective Designated Contract that the Zokinvy Stalking Horse Purchaser has indicated will be cured by, and assigned to, the Zokinvy Stalking Horse Purchaser pursuant to the Zokinvy Sale. As more fully described in the Zokinvy Stalking Horse APA and Bidding Procedures Order, the Zokinvy Stalking Horse Purchaser retains the right to modify the list of Designated Contracts prior to Closing. The Debtors hereby certify that the Debtors will provide, in coordination with the proposed assignee, the Zokinvy Stalking Horse Purchaser’s Adequate Assurance Information to each affected Counterparty on a confidential basis.

**PLEASE TAKE FURTHER NOTICE** that parties with requisite standing may object to particular terms of the proposed Zokinvy Sale to the Zokinvy Stalking Horse Purchaser,

including the ability of the Zokinvy Stalking Horse Purchaser to provide adequate assurance of future performance with respect to any Designated Contract (each such objection, a “Post-Zokinvy Auction Objection”). Such Post-Zokinvy Auction Objections to the relief requested in the Motion must: (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (iii) state with particularity the legal and factual bases for the objection and the specific grounds therefor; and (iv) be filed with the Court and served so as to be actually received on or before **April 20, 2024, at 4:00 p.m. (CT)** (the “Post-Zokinvy Auction Objection Deadline”).

#### **CONSEQUENCES OF FAILURE TO TIMELY FILE AN OBJECTION**

**ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AN OBJECTION TO THE ZOKINVY SALE ON OR BEFORE THE POST-ZOKINVY AUCTION OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE ZOKINVY SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS’ ZOKINVY ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE ZOKINVY STALKING HORSE APA AND THE ORDER APPROVING THE ZOKINVY SALE.**

**PLEASE TAKE FURTHER NOTICE** that copies of the Motion and the Bid Procedures Order, as well as all related exhibits, including the Zokinvy Stalking Horse APA, are available by: (i) visiting the website of the Debtors’ claims, noticing, and solicitation agent, Kurtzman Carson Consultants LLC (“KCC”) at: <http://www.kccllc.net/eiger> (the “Case Website”), (ii) (888) 733-1544 (Toll-Free) or (310) 751-2638 (International), and/or (iii) emailing <https://kccllc.net/eiger/inquiry>; or (iv) for a fee via PACER by visiting <http://ecf.txnb.uscourts.gov/>.

**PLEASE TAKE FURTHER NOTICE** that you may obtain additional information concerning these Chapter 11 Cases on the Case Website.

Dated: April 19, 2024  
Dallas, Texas

**SIDLEY AUSTIN LLP**

*/s/ Thomas R. Califano*

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**Certificate of Service**

I certify that on April 19, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Thomas R. Califano  
Thomas R. Califano

**Exhibit A**

**Designated Contracts and Cure Amounts**

#	Contract Counterparty	Contract Counterparty Address	Description of Contract of Lease	Proposed Cure Amount
1	ABF Pharmaceutical Services GmbH	Brunner Strabe 63/18-19, Wien, 1230, Austria	Change Order Agreement	\$0.00
2	Addison Whitney	Natasha Kempf, Director of Finance, 11525 N Community House Rd Ste 400, Charlotte, NC 28277	Master Services Agreement	\$28,951.26
3	Agenzia Italiana del Farmaco	Area Strategia e Economia del Farmaco, Settore HTA ed economia del farmaco, Via del Tritone 181, Rome, 00187, Italy	Supply Agreement	\$0.00
4	Allcare Plus Pharmacy LLC	50 Bearfoot Road, Northborough, MA 01532	Statement of Work	\$115,217.43 <sup>x</sup>
5	Altasciences Company Canada Inc.	Altasciences Company Inc., 575 Armand-Frappier Blvd, Laval, QC H7V 4B3, Canada	Bioanalytical Services Task Order	\$0.00
6	AnGes, Inc.	7-7-15, Saito Asagi, Ibaraki, Osaka, 567-0085, Japan	Marketing and Distribution Agreement	\$0.00
			Quality Agreement Supplement	
7	Axis Clinicals LLC	Attn Dinkar Sindhu, 1711 Center Ave West, Dilworth, MN 56529	Clinical Trial Agreement	\$0.00
			Clinical Trial Agreement	
8	Becton, Dickinson And Company	1 Becton Drive, Franklin Lakes, NJ 07417-1880	Sale Agreement	\$0.00
9	Bend Research, Inc.	Attn President, cc: Legal Department, 64550 Research Road, Bend, OR 97701	Master Services and Clinical Manufacture Agreement	\$0.00
10	Bioanalytical Systems, Inc.	Stephanie Miller, Director, Client Services, 2701 Kent Avenue, West Lafayette, IN 47906	Master Independent Contractor Agreement	\$0.00
11	Bristol-Myers Squibb Company	Route 206 & Province Line Road , Princeton NJ, 08543	License Agreement	\$0.00
12	Cambridge BioMarketing Group, LLC	Attn Legal Department, 53 State Street, 24th Floor, Boston, MA 02109	Master Services Agreement	\$0.00
13	Carbogen Amcis AG	Herr Guerineus Muoth, Neulandweg 5, Hunzenschwil, 5502, Switzerland	Agreement	\$0.00
15	Charles River Laboratories	251 Ballardvale Street, Wilmington, MA 01887-1096	Master Services Agreement	\$0.00 <sup>x</sup>
16	Clinigen Inc.	Jerome Charton, Chief Executive Officer, Idis House, Churchfield Road, Weybridge Surrey, KT46 8DB, United Kingdom	Master Services Agreement	\$68,298.02
			Quality Technical Agreement	
17	Corden Pharma Colorado Inc.	2075 North 55 Street, Boulder, CO 80301	Master Services Agreement	\$0.00 <sup>x</sup>
18	Corealis Pharma	200 Boul. Armand-Frappier, Laval, QC H7V 4A6, Canada	Service Agreement	\$0.00 <sup>x</sup>
19	Covance Central Laboratory Services, LP	Attn: General Manager, 8211 SciCor Drive, Indianapolis, IN 46214	Master Services Agreement	\$0.00
20	Cyprotex US, LLP	313 Pleasant St, Watertown, MA 02472	Statement of Work	\$0.00
21	Department of Health and Human Services	200 Independence Avenue, S.W., Washington, DC 20201	Pricing Agreement	\$0.00
22	Department of Veterans Affairs	OPAL / National Acquisition Center, Building 37, 1st Avenue, 1 BIK North of Cermak Rd, Hines, IL 60141	Pharmaceutical Pricing Agreement	\$0.00
23	Dom zdravlja Medigroup dr Ristic Pariske Komune	26 Pariske Komune St, New Belgrade, Serbia	Donation Agreement	\$0.00
24	Element	2395 Speakman Dr., Mississauga, ON LSK 1B3, Canada	Master Service Agreement	\$0.00
25	Fisher Bioservices, Inc.	Marc N. Casper, CEO, 14665 Rothgeb Drive, Rockville, MD 20850	Master Services Agreement	\$49,272.98
26	Frontage Laboratories, Inc.	Dr. Abdul Mutlib, CEO, 700 Pennsylvania Drive, Exton, PA 19341	Agreement	\$56,482.90
27	Fujifilm Diosynth Biotechnologies USA, Inc.	PO Box 1290, Carol Stream, IL 60132-1290	Service Agreement	\$25,000.00
29	Genscript USA Inc	860 Centennial Ave., Piscataway, NJ 08854	Statement of Work	\$0.00

<sup>1</sup> The Winning Bidder reserves its rights to amend, supplement, or otherwise modify this schedule from time to time, including the forgoing description of such contracts in this schedule.



#	Contract Counterparty	Contract Counterparty Address	Description of Contract of Lease	Proposed Cure Amount
30	GKV Spitzenverband	Reinhardtstrabe 28, Berlin, 10117, Germany	Agreement	\$0.00
31	Glsynthesis, Inc.	3 Cox Lane, Shrewsbury, MA 01545	Certificate of Analysis	\$0.00
32	GND Rechtsanwälte Geiger Nitz Partner mbB	Mommsenstr. 45, Berlin, 10629, Germany	Agreement	\$0.00
33	Halloran Consulting Group, Inc	266 Summer St., 8th Floor, Boston, MA 02210	Statement of Work	\$0.00
34	Healthcare at Home (Netherlands) B.V.	Attn: Managing Director, Bijsterhuizen 3142, LV Wijchen, 6604, The Netherlands	Distribution Agreement	\$0.00
35	ICON Clinical Research Limited	Kyle McAllister, South County Business Park, Leopardstown, Dublin 18, Ireland	Master Services Agreement	\$76,286.00
36	Integrichain, Inc.	Josh Halpern, Co-Founder and Chief Executive Officer, 8 Penn Center, 3rd Flr., 1628 JFK Blvd., Philadelphia, PA 19103	Statement of Work	\$61,971.41
37	Intsel Chimos	Corinne Truffault, Chief Executive Officer, 1 Rue Royale-Batiment D, Saint-Cloud, 92210, France	Exploitant Agreement	\$37,971.53
			Quality Agreement	
			Quality Agreement	
38	inVentiv Health Clinical, LLC	Attn Legal Department, 202 Carnegie Center, Suite, Princeton, NJ 08540	Master Services Agreement	\$0.00
39	IQVIA RDS Inc. <sup>2</sup>	Mary Fisher, 1700 Perimeter Park Dr, Morrisville, NC 27560	Novation Agreement	\$416,878.89
40	Justin Stindt Consulting	Brabanter Strabe 39, Cologne, 50672, Germany	Representation Mandate Agreement	\$42,186.00
41	Karolinska University Hospital	Bernendokrön och Metabola Sjukdomar, Astrid Lindgrens Barnsjukhus (QB:83), Karolinska Universitetssjukhuset, Stockholm, 17176, Sweden	Zokinvy Contract	\$0.00
42	KPS Life, LLC	Attn: David Kelly, 900 Third Avenue, 19th Floor, New York, NY 10022	Master Services Agreement	\$0.00
43	Kymanox Corporation	Attn Kevin C. Brown, VP Accounts, 430 Davis Drive, Suite 300, Morrisville, NC 27560	Master Services Agreement	\$0.00
44	Lonza Bend, Inc.	1201 NW Wall Street, Suite 200, Bend, OR 97703	Services and Clinical Manufacture Agreement	\$0.00
45	Mary Bardeaux Consulting	1350 Fransico St, San Francisco, CA 94123	Statement of Work	\$0.00
46	Millbridge Pharmaceutical Science	Pontyfelin House, Pontyfelin Lane, New Inn Torfaen, NP4 0NY, United Kingdom	Quality Agreements	\$0.00
47	Mind+Matter LLC	53 State Street, 24th Flr., Boston, MA 02109	Master Services Agreement	\$0.00
48	NDA Regulatory Science Ltd	Grove House, Guildford Road, Leatherhead Surrey, KT229DF, United Kingdom	Work Order	\$0.00
49	Neopharm Ltd.	Neopharm Building, 6 Hashiloach St., Petach-Tikva, 4951439, Israel	Distribution Agreement	\$0.00
			Quality Agreement	
50	Novella Clinical LLC	Attn: W. Richard Staub, III President, 1700 Perimeter Park Drive, Morrisville, NC 27560	Master Services Agreement	\$0.00
51	Onesource Regulatory LLC	1900 Arrow Wood Drive, Flower Mound, TX 75028	Statement of Work	\$0.00
52	Orphan Drug Consulting Limited	Harcourt Centre, Block 4, Harcourt Road, Dublin, Ireland	Services Agreement	\$0.00
53	Patheon Inc	Marc N. Casper, Chairman, President and CEO, 168 Third Avenue, Waltham, MA 02451	Master Manufacturing Services Agreement	\$228,355.00
54	Patheon UK Limited	Patheon Limited, Accounts, Kingfisher Drive, Covingham, SN3 5BZ, United Kingdom	Validation Master Plan	\$2,578.56
55	Pharmalex UK Services Limited (FKA Wainwright Associates Limited)	Wessex House, Marlow Road, Bourne End, Buckinghamshire, SL8 5SP, United Kingdom	Consulting Support	\$0.00
56	Pharmapace, Inc.	10509 Vista Sorrento Parkway, Suite 303, San Diego, CA 92121	Statement of Work	\$7,848.75

<sup>2</sup> The Debtors', the Winning Bidder's, and IQVIA RDS Inc.'s and its affiliates' (collectively, "IQVIA") rights with respect to prepetition and postpetition claims accrued pursuant to the Novation Agreement in Relation to Legal Representative Agreement for Trial EIG-LNF-011 are reserved.

#	Contract Counterparty	Contract Counterparty Address	Description of Contract of Lease	Proposed Cure Amount
57	RRD International, LLC	Scott Tarrant, Chief Executive Officer, 7361 Calhoun Place, Suite 510, Rockville, MD 20855	Master Services Agreement	\$409,387.75
58	Rxcrossroads 3 PL LLC	1001 Cheri Way, Suite 100, Fairdale, KY 40118	Logistics Services Agreement	\$30,661.25
59	Sciensus International (Netherlands) BV	107 Station Street, Burton-Upon-Trent, DEL4 1SZ, United Kingdom	Distribution Agreement	\$51,920.29
60	Southwood Research, A Propharma Group Company	Colin Wheeler, VP European Regulatory Affairs, Ashley House, 31-33 Chalfont Rd, Seer Green, United Kingdom	Research Proposal	\$0.00
61	Syneos Health	Attn Legal Department, 3201 Beechleaf Court, Suite 600, Raleigh, NC 27604	Master Services Agreement	\$0.00
62	Thermo Fisher Scientific Inc	Attn: General Counsel, BioPharma Services Division, 3701 Corporate Parkway, Suite 220, Center Valley, PA 18034	Master Services Agreement	\$0.00
63	US Bioservices Corporation	Attn President, 5025 Plano Parkway, Suite 100, Carrollton, TX 75010	Master Services Agreement	\$0.00
64	Waterhouse Brands LLC	205 Birch Avenue, Larkspur, CA 94939	Statement of Work	\$0.00
65	WuXi AppTec (HongKong) Ltd.	Unit C, 20F, Officeplus @ Mong Kok Center, 998 Canton Road, Kowloon, KLN , Hong Kong	Master Services Agreement	\$0.00
66	Yuki Gosei Kogyo Co Ltd <sup>3</sup>	Seichiro Matsumoto, President/CEO/Executive Officer, 10-4, Nihonbashi-Ningyocho 3-Chome, Chuo-Ku, Tokyo, 103-0013, Japan	Confidentiality Agreement between Yuki Gosei Kogyo Co Ltd and Eiger Biopharmaceuticals, Inc. Confidentiality Agreement between Yuki Gosei Kogyo Co Ltd, Eiger Biopharmaceuticals, Inc., and AnGes, Inc. Confidentiality Agreement between Yuki Gosei Kogyo Co Ltd, Eiger Biopharmaceuticals, Inc., and Corden Pharma Colorado Inc. Invoice dated 3/22/2024 PAA-MPN Stability Test Plan Price Quotation of Analysis (Contract 103-366) Purchase Order/Contract 103-295 Quality Agreement Supplement between Yuki Gosei Kogyo Co Ltd, Eiger Biopharmaceuticals, Inc., and AnGes, Inc. Technical Quality Agreement between Yuki Gosei Kogyo Co Ltd and Eiger Biopharmaceuticals, Inc.	\$81,250.00

<sup>3</sup>The Debtors', the Winning Bidder's, and Yuki's rights with respect to prepetition and postpetition claims accrued pursuant to the Agreements are reserved.