

SIDLEY AUSTIN LLP  
Thomas R. Califano (TX Bar No. 24122825)  
William E. Curtin (admitted *pro hac vice*)  
Anne G. Wallace (admitted *pro hac vice*)  
787 Seventh Avenue  
New York, NY 10019  
Telephone: (212) 839-5300  
Facsimile: (212) 839-5599  
Email: tom.califano@sidley.com  
wcurtin@sidley.com  
anne.wallace@sidley.com

SIDLEY AUSTIN LLP  
Charles M. Persons (TX Bar No. 24060413)  
2021 McKinney Avenue, Suite 2000  
Dallas, Texas 75201  
Telephone: (214) 981-3300  
Facsimile: (214) 981-3400  
Email: cpersons@sidley.com

*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)

**SECOND REVISED 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 2100 Ross Avenue, Dallas, TX 75201.



248004024042100000000003

*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 Sentynt 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, on April 19, 2024, the Debtors filed the *Notice of Selection of Winning Bid [Docket No. 129] (the “Initial Notice of Winning Bid”) with the Designated Contracts and applicable Cure Amounts attached thereto as Exhibit A (the “Initial Designated Contracts List”).*

**PLEASE TAKE FURTHER NOTICE** that, on April 19, 2024, the Debtors filed the

---

<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.

*Revised Notice of Selection of Winning Bid* [Docket No. 133] (the “First Revised Notice of Winning Bid”) with the Designated Contracts and applicable Cure Amounts attached thereto as Exhibit A (the “First Revised Designated Contracts List”).

**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).

**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 (the “Second Revised Designated Contracts List”). 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. A redline of the Second Revised Designated Contracts List as against the First Revised Designated Contracts List set forth in the Initial Notice of Winning Bid is set forth on Exhibit B hereto.

**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.

*[Remainder of page intentionally left blank]*

Dated: April 21, 2024  
Dallas, Texas

**SIDLEY AUSTIN LLP**

*/s/ Thomas R. Califano*

---

Thomas R. Califano (TX Bar No. 24122825)  
William E. Curtin (admitted *pro hac vice*)  
Anne G. Wallice (admitted *pro hac vice*)  
787 Seventh Avenue  
New York, NY 10019  
Telephone: (212) 839-5300  
Facsimile: (212) 839-5599  
Email: tom.califano@sidley.com  
wcurtin@sidley.com  
anne.wallice@sidley.com

*and*

Charles M. Persons (TX Bar No. 24060413)  
2021 McKinney Avenue, Suite 2000  
Dallas, Texas 75201  
Telephone: (214) 981-3300  
Facsimile: (214) 981-3400  
Email: cpersons@sidley.com

*Proposed Attorneys for the Debtors and Debtors  
in Possession*

**Certificate of Service**

I certify that on April 21, 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
AnGes, Inc.	7-7-15, Saito Asagi, Ibaraki, Osaka, 567-0085, Japan	Marketing and Distribution Agreement	\$0.00
Axis Clinicals LLC	Attn Dinkar Sindhu, 1711 Center Ave West, Dilworth, MN 56529	Clinical Trial Agreement	\$0.00
		Clinical Trial Agreement	
Bioanalytical Systems, Inc.	Stephanie Miller, Director, Client Services, 2701 Kent Avenue, West Lafayette, IN 47906	Master Independent Contractor Agreement	\$0.00
Charles River Laboratories	251 Ballardvale Street, Wilmington, MA 01887-1096	Master Services Agreement	\$0.00
Clinigen Inc.	Jerome Charton, Chief Executive Officer, Idis House, Churchfield Road, Weybridge Surrey, KT46 8DB, United	Master Services Agreement	\$68,298.02
		Quality Technical Agreement	
Frontage Laboratories, Inc.	Dr. Abdul Mutlib, CEO, 700 Pennsylvania Drive, Exton, PA 19341	Agreement	\$56,482.90
ICON Clinical Research Limited	Kyle McAllister, South County Business Park, Leopardstown, Dublin 18, Ireland	Master Services Agreement	\$76,286.00
Intsel Chimos	Corinne Truffault, Chief Executive Officer, 1 Rue Royale-Batiment D, Saint-Cloud, 92210, France	Exploitant Agreement	\$37,971.53
		Quality Agreement	
Neopharm Ltd.	Neopharm Building, 6 Hashiloach St., Petach-Tikva, 4951439, Israel	Distribution Agreement	\$0.00
		Quality Agreement	
RRD International, LLC	Scott Tarrant, Chief Executive Officer, 7361 Calhoun Place, Suite 510, Rockville, MD 20855	Master Services Agreement	\$409,387.75
Yuki Gosei Kogyo Co Ltd	Seiichiro 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.	\$81,250.00
		Confidentiality Agreement between Yuki Gosei Kogyo Co Ltd, Eiger Biopharmaceuticals, Inc., and AnGes, 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.			

**Exhibit B**

**Redline to First Revised Designated Contracts List**

#	Contract Counterparty	Contract Counterparty Address	Description of Contract of Lease	Proposed Cure Amount
1	AnGes, Inc.	7-7-15, Saito Asagi, Ibaraki, Osaka, 567-0085, Japan	Marketing and Distribution Agreement	\$0.00
2	Axis Clinicals LLC	Attn Dinkar Sindhu, 1711 Center Ave West, Dilworth, MN 56529	Clinical Trial Agreement	\$0.00
3			Clinical Trial Agreement	
4	Bioanalytical Systems, Inc.	Stephanie Miller, Director, Client Services, 2701 Kent Avenue, West Lafayette, IN 47906	Master Independent Contractor Agreement	\$0.00
5	Charles River Laboratories	251 Ballardvale Street, Wilmington, MA 01887-1096	Master Services Agreement	\$0.00
6	Clinigen Inc.	Jerome Charton, Chief Executive Officer, Idis House, Churchfield Road, Weybridge Surrey, KT46 8DB, United	Master Services Agreement	\$68,298.02
			Quality Technical Agreement	
7	Frontage Laboratories, Inc.	Dr. Abdul Mutlib, CEO, 700 Pennsylvania Drive, Exton, PA 19341	Agreement	\$56,482.90
	ICON Clinical Research Limited	Kyle McAllister, South County Business Park, Leopardstown, Dublin 18, Ireland	Master Services Agreement	\$76,286.00
8	Intsel Chimos	Corinne Truffault, Chief Executive Officer, 1 Rue Royale-Batiment D, Saint-Cloud, 92210, France	Exploitant Agreement	\$37,971.53
9			Quality Agreement	
10	Neopharm Ltd.	Neopharm Building, 6 Hashiloach St., Petach-Tikva, 4951439, Israel	Distribution Agreement	\$0.00
11			Quality Agreement	
12	RRD International, LLC	Scott Tarrant, Chief Executive Officer, 7361 Calhoun Place, Suite 510, Rockville, MD 20855	Master Services Agreement	\$409,387.75
13	Yuki Gosei Kogyo Co Ltd	Seiichiro Matsumoto, President/CEO/Executive Officer, 10-4, Nihonbashi-Ningyocho 3-Chome, Chuo-Ku, Tokyo, 103-0013, Japan	<del>Price Quotation of Analysis (Contract 103-366)</del> <a href="#">Confidentiality Agreement between Yuki Gosei Kogyo Co Ltd and Eiger Biopharmaceuticals, Inc.</a>	\$81,250.00
15			<a href="#">Confidentiality Agreement between Yuki Gosei Kogyo Co Ltd, Eiger Biopharmaceuticals, Inc., and AnGes, Inc.</a>	
16			<a href="#">Invoice dated 3/22/2024</a>	
17			<a href="#">PAA-MPN Stability Test Plan</a>	
18			<a href="#">Price Quotation of Analysis (Contract 103-366)</a>	
			<a href="#">Purchase Order/Contract 103-295</a>	
15			Quality Agreement Supplement between Yuki Gosei Kogyo Co Ltd, Eiger Biopharmaceuticals, Inc., and AnGes, Inc.	
19			Technical Quality Agreement between Yuki Gosei Kogyo Co Ltd and Eiger Biopharmaceuticals, Inc.	
16				
20				