

**Fill in this information to identify the case:**

Debtor Eiger BioPharmaceuticals, Inc

United States Bankruptcy Court for the: Northern District of Texas  
(State)

Case number 24-80040

Official Form 410  
**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** Oxford Finance LLC  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Oxford Finance LLC</u> <u>115 South Union Street, Suite 300</u> <u>Alexandria, VA 22314, United States</u>	
Contact phone <u>703.519.4900</u>	Contact phone _____
Contact email <u>See summary page</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 1,500,000.00. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Contractual obligation to pay a success fee to Oxford Finance LLC

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/05/2024  
MM / DD / YYYY

/s/Desirée S. Williams  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Desirée S. Williams  
First name Middle name Last name

Title Associate General Counsel

Company Oxford Finance LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1544 | International (310) 751-2638

<b>Debtor:</b> 24-80040 - Eiger BioPharmaceuticals, Inc <b>District:</b> Northern District of Texas, Dallas Division		
<b>Creditor:</b> Oxford Finance LLC 115 South Union Street, Suite 300 Alexandria, VA, 22314 United States <b>Phone:</b> 703.519.4900 <b>Phone 2:</b> 703.519.5225 <b>Fax:</b> 703.519.5225 <b>Email:</b> legaldepartment@oxfordfinance.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Contractual obligation to pay a success fee to Oxford Finance LLC	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 1,500,000.00	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Desirée S. Williams on 05-Jul-2024 11:30:33 a.m. Eastern Time <b>Title:</b> Associate General Counsel <b>Company:</b> Oxford Finance LLC		

## AMENDED AND RESTATED SUCCESS FEE AGREEMENT

THIS AMENDED AND RESTATED SUCCESS FEE AGREEMENT (this “**Agreement**”), dated as of March 5, 2019 (the “**Effective Date**”), is made by and among EIGER BIOPHARMACEUTICALS, INC., a Delaware corporation (“**Parent**”), EB Pharma, LLC, a Delaware limited liability company (“**EB Pharma**”) and EBPI Merger, Inc., a Delaware corporation (“**EBPI**”), each with offices located at 2155 Park Blvd., Palo Alto, CA 94306 (Parent, EB Pharma and EBPI, individually and collectively, jointly and severally, “**Company**”), **OXFORD FINANCE LLC**, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”) and amends and restates in its entirety that certain Success Fee Agreement by and among Oxford and Company dated as of December 30, 2016. Company has entered into a Loan and Security Agreement with Oxford as Collateral Agent and the Lenders, dated as of December 30, 2016 (as amended, restated, or otherwise modified from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of April 24, 2017 and that certain Second Amendment to Loan and Security Agreement dated as of May 11, 2018, the “**Loan Agreement**”) and will enter into that certain Third Amendment to Loan and Security Agreement dated as of even date herewith (the “**Third Amendment**”). Capitalized terms used herein and not otherwise defined herein shall have meanings assigned to such terms in the Loan Agreement.

AS INDUCEMENT FOR OXFORD TO ENTER INTO THE LOAN AGREEMENT AND THIRD AMENDMENT FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, the parties agree as follows:

1. The Company agrees and promises to pay to the order of Oxford at its office located at 133 N. Fairfax Street, Alexandria, VA 22314 or at such other place as Oxford may designate, the Success Fee within thirty (30) days of the First FDA Approval.
2. The “**Success Fee**” is an amount equal to Five Percent (5.00%) of the Term Loan(s) funded by the Lenders.
3. The “**First FDA Approval**” means Company’s receipt of approval from the U.S. Food and Drug Administration of Company’s first product, excluding Progeria.
4. Miscellaneous.
  - (a) Notice of the First FDA Approval. The Company shall provide Oxford with written notice prior to the First FDA Approval.
  - (b) Representations and Warranties. The Company represents and warrants to Oxford as follows:
    - (i) This Agreement has been duly authorized and executed by the Company and is a valid and binding obligation of the Company enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law or principles at equity governing specific performance, injunctive relief and other equitable remedies.
    - (ii) The execution and delivery of this Agreement do not conflict with the Company’s articles of incorporation or by-laws, do not and will not contravene any material law, governmental rule or regulation, judgment or order applicable to the Company, and do not and will not conflict with or contravene any provision of, or constitute a default under, any material indenture, mortgage, contract or other instrument of which the Company is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration or filing with or the taking of any action in respect of or by, any federal, state or local government authority or agency or other person.

- (c) Modification and Waiver. This Agreement and any provision hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the same is sought.
- (d) Descriptive Headings. The descriptive headings of the various Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The language in this Agreement shall be construed as to its fair meaning without regard to which party drafted this Agreement.
- (e) Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of New York. Section 11 of the Loan Agreement is incorporated herein by this reference as though fully set forth.
- (f) Survival of Representations, Warranties and Agreements. All representations and warranties of the Company and Oxford contained herein shall survive the date of this Agreement. All agreements of the Company and Oxford contained herein shall survive indefinitely until, by their respective terms, they are no longer operative.
- (g) Remedies. In case any one or more of the covenants and agreements contained in this Agreement shall have been breached, Oxford (in the case of a breach by the Company), or the Company (in the case of a breach by Oxford), may proceed to protect and enforce their or its rights either by suit in equity and/or by action at law, including, but not limited to, an action for damages as a result of any such breach and/or an action for specific performance of any such covenant or agreement contained in this Agreement.
- (h) Severability. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, or affect any other provision of this Agreement, which shall remain in full force and effect.
- (i) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable and documented attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
- (j) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and undertakings of the parties, whether oral or written, with respect to such subject matter.
- (k) Termination of Agreement. This Agreement shall continue in full force and effect until the earlier of: (a) May 5, 2029 or (b) the first Business Day after Oxford's receipt of the Success Fee. The obligations hereunder shall survive the termination of the Loan Agreement until terminated in accordance with the terms of this Agreement.
- (l) Successors and Assigns. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Company may not transfer, pledge or assign this Agreement or any rights or obligations under it without Oxford's prior written consent. Oxford has the right, without the consent of or notice to Company, to sell, transfer, assign, pledge, negotiate, or grant participation in all or any part of, or any interest in, Oxford's obligations, rights, and benefits under this Agreement.

- (m) No Impairment. The Company shall not by any action including, without limitation, amending its articles of incorporation or by-laws, any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate to protect the rights of Oxford hereof against impairment. Without limiting the generality of the foregoing, the Company will obtain all such authorizations, exemptions or consents from any third party or any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Agreement.
- (n) Addresses. Any notice required or permitted hereunder shall be in writing and shall be mailed by overnight courier, registered or certified mail, return receipt required, and postage pre-paid, or otherwise delivered by hand or by messenger, addressed as set forth below, or at such other address as the Company or Oxford shall have furnished to the other party.

If to the Company: EIGER BIOPHARMACEUTICALS, INC.  
2155 Park Blvd.  
Palo Alto, CA 94306  
Attn: Chief Financial Officer  
Email: [sryali@eigerbio.com](mailto:sryali@eigerbio.com)

If to Oxford: OXFORD FINANCE LLC  
133 N. Fairfax Street  
Alexandria, VA 22314  
Attn: Legal Department

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized.

EIGER BIOPHARMACEUTICALS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OXFORD FINANCE LLC

By:  \_\_\_\_\_

Name: Colette H. Featherly \_\_\_\_\_

Title: Senior Vice President \_\_\_\_\_

***[Signature Page to Amended and Restated Success Fee Agreement]***