Docket #0782 Date Filed: 03/07/2025

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Counsel for Sentynl Therapeutics, Inc.

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

In re:	Chapter 11
EIGER BIOPHARMACEUTICALS, INC., *et al.*[1]	Case No. 24-80040 (SGJ)
	(Jointly Administered)
Debtors.	

APPENDIX IN SUPPORT OF SENTYNL THERAPEUTICS, INC.'S MOTION (I) TO ENFORCE THE ZOKINVY SALE ORDER AND (II) FOR CONTEMPT AGAINST EIGER INNOTHERAPEUTICS, INC.

[1] 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, Texas 75201.

24800402503070000000000007

TO THE HONORABLE STACEY G. C. JERNIGAN, CHIEF JUDGE OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS:

Sentynl Therapeutics, Inc. ("Sentynl"), submits this *Appendix in Support of Motion (I) to Enforce the Zokinvy Sale Order and (II) for Contempt Against Eiger InnoTherapeutics, Inc.* (the "Appendix")[2] and offers into evidence the documents contained therein:

Exhibit	Description	Appendix Pages
1	Declaration of Michael G. Hercz, Esq. In Support of Sentynl Therapeutics, Inc.'s Motion (I) to Enforce the Zokinvy Sale Order and (II) for Contempt Against Eiger InnoTherapeutics, Inc.	APP001-009
2	Email from Sentynl to Lonza dated September 10, 2024	APP010-011
3	Email chain between Sentynl and Lonza from October 11, 2024 to October 16, 2024	APP012-015
4	Settlement Agreement	APP016-027
5	Email chain between Liquidating Trustee and Sentynl dated December 18, 2024	APP028-031
6	List of Documents Constituting Required Data and Information	APP032-034
7	Email chain between Corden and Sentynl dated December 23, 2024	APP035-038
8	Email chain between Corden and Sentynl from February 18, 2025 to February 27, 2025	APP039-049
9	Schedule 2.1(h) to the Lonafarnib APA	APP050-052
10	Schedule 3.3(a) to the Zokinvy APA	APP053-056

[2] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Motion.

Dated: March 7, 2025

Respectfully submitted,

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: */s/ Josh Morse*

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Counsel for Sentynl Therapeutics, Inc.

CERTIFICATE OF SERVICE

I certify that, on March 7, 2025, I caused a copy of the foregoing Appendix to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas and to be emailed to the following parties.

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/s/ James Dickinson
L. James Dickinson

EXHIBIT 1

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

In re: EIGER BIOPHARMACEUTICALS, INC., *et al.*[1] Debtors.	Chapter 11 Case No. 24-80040 (SGJ) (Jointly Administered)

DECLARATION OF MICHAEL G. HERCZ, ESQ. IN SUPPORT OF SENTYNL THERAPEUTICS, INC.'S MOTION (I) TO ENFORCE THE ZOKINVY SALE ORDER AND (II) FOR CONTEMPT AGAINST EIGER INNOTHERAPEUTICS, INC.

I, Michael G. Hercz, Esq., pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am Senior Vice President, General Counsel, Chief Compliance Officer, and Corporate Secretary for Sentynl.

2. I have been an employee of Sentynl since September 2015.

3. I submit this declaration in support of *Sentynl Therapeutics, Inc.'s Motion (I) to Enforce the Zokinvy Sale Order and (II) for Contempt Against Eiger InnoTherapeutics, Inc.* (the "Motion").[2]

Sentynl's Acquisition of Zokinvy

4. The FDA-approved and commercialized Zokinvy product, and the unapproved and pre-commercialization Lonafarnib for Hepatitis Delta Virus product, both use the same Active

[1] 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, Texas 75201.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such term in the Motion.

Pharmaceutical Ingredient (API) and Drug Product Intermediate (also referred to as Spray Dried Dispersion) and thus depend upon the same limited set of suppliers for the API and SDD.

5. A delicate balance was struck to allow the Debtors to monetize residual assets for the benefit of their estates, while providing protection to Sentynl against subsequent harm by prohibiting Eiger Bio from assigning the Retained Agreements in a manner that would or reasonably could adversely affect Sentynl's ability to Commercialize Zokinvy and supply patients who depend on it to extend their lives.

6. This balance was necessary because, *inter alia*, Sentynl was informed by Eiger Bio of potential purchasers of the Lonafarnib Assets.

7. Sentynl was specifically advised by Eiger Bio's general counsel of the potential for a third party purchaser to improperly use the Lonafarnib Assets (including the Retained Agreements) to interfere with Sentynl's use and enjoyment of the Zokinvy Assets it purchased "free and clear."

8. Sentynl even considered bidding on and purchasing the Lonafarnib Assets to eliminate this risk, but at the time Sentynl was satisfied that the Zokinvy Sale Order (and the agreements approved thereunder) provided sufficient protections necessary to prevent such interference.

9. Despite the fact Sentynl could have acquired the Lonafarnib Assets, Sentynl did not want to acquire the Lonafarnib Assets and then "shelve" the related HDV program, because Sentynl did not think that was fair to HDV patients that could potentially benefit from such a program in the future even if the likelihood of FDA approval is uncertain at this stage.

10. This decision was based on the apparently false assumption that a subsequent purchaser would not violate this Court's orders.

Eiger Inno's Interference with Sentynl's Manufacturing of Zokinvy

11. One of the Retained Agreements described above is the Lonza Bend MSA pursuant to which Zokinvy SDD is manufactured.

12. Debtor Eiger Bio represented and warranted to Sentynl that the Lonza Bend MSA is necessary for the manufacture, supply, and Commercialization of Zokinvy, as the services rendered thereunder are not currently available through any other supplier.

13. Sentynl cannot transfer SDD manufacturing to another entity without major risk of a supply outage, which would jeopardize progeria patients, and without incurring significant cost.

14. The transfer of technology (*i.e.*, process and methods) to a new manufacturing facility is not guaranteed to result in supply, and there is limited amount of raw materials to utilize.

15. Sentynl cannot both transfer the technology and manufacture for patients in the near term.

16. Certain data relating to existing inventory of Zokinvy that Sentynl purchased from Eiger Bio under the Zokinvy APA is required to be obtained by Sentynl from Lonza for Sentynl to deliver such medication to patients under applicable regulations.

17. Eiger Inno caused a dispute to arise, which delayed the assignment of the Lonza Bend MSA in connection with the sale of Lonafarnib Assets to Eiger Inno, because the Lonza Bend MSA contains an exclusivity clause in Section 2.8 that provides Lonza will not manufacture or supply the product to or for any person other than "Customer," which is now Eiger Inno.

18. Sentynl attempted, over numerous months, to negotiate an arrangement permitting a direct relationship between Sentynl and Lonza with respect to services and materials required to Commercialize Zokinvy, however, Eiger Inno refused to allow such direct relationship and failed to articulate a justifiable reason for doing so.

19. Lonza is now unwilling to negotiate a direct agreement with Sentynl, although Sentynl believes Lonza would promptly do so to ensure the quality, safety, and continuity of the long term supply of Zokinvy to progeria patients if Lonza had certainty it would not have any liability for breaching the Lonza Bend MSA by engaging with Sentynl.

20. The Lonza Bend MSA was ultimately assigned to Eiger Inno, over Sentynl's strong and consistent protest, pursuant to a surprise settlement agreement between the Liquidating Trustee and Eiger Inno effective December 18, 2024.

21. Sentynl was blindsided by the Settlement Agreement, which was signed the same week that Co-Counsel to the Official Committee of Equity Security Holders of Eiger BioPharmaceuticals, Inc., *et al*. advised Sentynl that assignment was not imminent.

22. Eiger Inno understands Sentynl does not agree to its terms.

23. The Settlement Agreement purports to resolve Sentynl's concerns regarding the exclusivity clause by requiring Eiger Inno (not Lonza directly) to supply Sentynl with the materials necessary to manufacture and supply Zokinvy.

24. By preventing Lonza from directly supplying Sentynl, this arrangement positions Eiger Inno as an unnecessary intermediary, with ample opportunity to exert leverage over Sentynl, which materially and adversely impacts Sentynl's ability to Commercialize Zokinvy.

25. Lonza refuses to transfer any materials, data, information, or know-how to Sentynl, or to enter into any direct contract with Sentynl, without an agreement with all parties.

26. Eiger Inno does not have the capability to act as an intermediary in the manufacturing process because it does not meet the regulatory requirements necessary for it to do so.

27. Sentynl must receive the Required Data and Information from Lonza in order to Commercialize Zokinvy, meet its regulatory obligations, and ensure that there are no product quality issues that could affect patients.

28. In order for Sentynl to meet its regulatory obligations with respect to materials that were manufactured or processed by Lonza, Sentynl also needs to enter into a customary quality agreement with Lonza.

Eiger Inno's Interference with Sentynl's Regulatory Obligations

29. Corden is a contract development and manufacturing organization that has historically manufactured the API used in Zokinvy.

30. Eiger Bio contracted with Corden for such manufacturing services related to Zokinvy.

31. None of the Corden agreements were assigned to Sentynl as part of the Zokinvy APA or related transaction documents despite Sentynl's requests that they be assigned to Sentynl, given Sentynl's need to ensure uninterrupted supply of Zokinvy to progeria patients.

32. Like the Lonza Bend MSA, Corden agreements were assigned to Eiger Inno.

33. As with the Lonza Bend MSA, the Corden agreements were classified as "Retained Agreements" under the Zokinvy APA, which as noted above are contracts that were not to be assigned if such assignment is or reasonably could be adverse to Sentynl's ability to manufacture and Commercialize Zokinvy.

34. Sentynl must receive the Required Data and Information from Corden to Commercialize Zokinvy and meet its regulatory obligations.

35. In order for Sentynl to meet its regulatory obligations with respect to materials that were manufactured or processed by Corden, Sentynl also needs to enter into a customary quality

agreement with Corden to obtain Lonafarnib-specific audit rights necessary to ensure the products manufactured in compliance with Good Manufacturing Practices (GMP) requirements.

36. In mid-December 2024, Sentynl's Director of Technical Operations requested batch records from Corden to meet regulatory requirements and other commercial purposes.

37. On December 23, 2024, Corden's Sr. Director, Sales & Key Account Management, in response to such request, directed the Sentynl representative to "speak first with Eiger InnoTherapeutics," even though Sentynl owns or has rights to that data held by Corden.

38. That same day Sentynl's General Counsel responded and noted that Corden and Sentynl have been working together since at least October 2024 on a master services agreement to cover services rendered by Corden on behalf of Sentynl.

39. Sentynl also noted that the batch records requested are for drug substance lots previously manufactured and actively being used in clinical and commercial Zokinvy finished drug product batches, which were purchased pursuant to the Zokinvy APA.

40. To Sentynl's knowledge, Corden has not entered a new Corden MSA with Eiger Inno containing an exclusivity provision.

41. Corden stopped negotiating a direct master services agreement with Sentynl to manufacture the API required to Commercialize Zokinvy.

42. No manufacturing of the API for the Zokinvy product is currently underway to replenish the existing inventory of API that is currently being consumed, which places the continuous supply of product to progeria patients at risk.

43. In January 2025, Sentynl turned to the Liquidating Trustee for assistance in addressing Eiger Inno's improper intervention and obstruction of the transfer of Required Data

and Information from Corden to Sentynl and the future manufacture of API for the Zokinvy product.

44. Despite some effort by the Liquidating Trustee, little to no progress has been made.

45. Corden still refuses to negotiate directly with Sentynl with respect to a master services agreement with Sentynl, presumably at the request or instruction of Eiger Inno.

46. This obstruction has serious consequences, including preventing Sentynl from meeting regulatory requirements, ensuring product quality, maintaining an uninterrupted supply of drug product, and ultimately safeguarding progeria patients.

Potential Double-Sale of Existing Inventory of Raw Materials

47. Reference material is a manufacturing term of art.

48. Reference material is used to test against new materials to ensure that a manufacturing process produced the desired properties in new materials.

49. Testing against new materials is required for API and SDD to satisfy certain regulatory requirements, and to safeguard product quality and patient safety.

50. The Reference Materials purported to be transferred to Eiger Inno are inaccurate and purport to transfer materials to Eiger Inno that were already sold to Sentynl "free and clear."

51. Sentynl does not seek to hinder Eiger Inno in its efforts to attempt to develop and commercialize its pre-commercialization Lonafarnib for the Hepatitis Delta Virus (HDV) product and is willing to work with Eiger Inno in order to provide small quantities of Reference Materials to Eiger Inno.

52. Eiger Inno knowingly endangered the safety of progeria patients and prevented ongoing patient side effects from being reported.

53. One of the managing partners of Eiger Inno, Leen Kawas, during two separate phone calls with Sentynl, tacitly threatened to withhold pharmacovigilance data for the specific purpose of exerting leverage in negotiations.

54. Although – after countless hours of wholly unnecessary negotiation – this pharmacovigilance data issue appears to have been resolved, the Lonza exclusivity issue, the Corden Transferred Inventory issue, and the Corden and Lonza data and future manufacturing issues have not.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: March 7, 2025
Solana Beach, California

/s/ Michael G. Hercz
Michael G. Hercz, Esq.
Senior Vice President, General Counsel, Chief Compliance Officer, and Corporate Secretary for Sentynl Therapeutics, Inc.

EXHIBIT 2

From: Alisha Bachan
To: [redacted]
Cc: Eileen Banaga; Grant Castor; Michael Hercz; [redacted]
Subject: Sentynl: Introduction & CSA Review
Date: Tuesday, September 10, 2024 1:04:52 AM
Attachments: image001.png
Sentynl-Lonza Bend MSA v.1 (LDC CC 29-July-2024)_Sentynl_9Sep.docx

Hi Richard,

My name is Alisha Bachan and I wanted to introduce myself as I've recently joined Sentynl as Director of Tech Ops. I look forward to working closely with you and the Lonza team.
I've attached our comments and edits on the CSA. Please let me know how you'd like to proceed once you've had a chance to review. If you have any questions, I'd be happy to jump on a call to discuss.

Thanks,
Alisha

Alisha Bachan
Director of Tech Ops
Sentynl Therapeutics, Inc.
420 Stevens Ave., Suite 200
Solana Beach, CA 92075
[redacted]
[redacted]
www.sentynl.com

EXHIBIT 3

From: Alisha Bachan
To: Michael Hercz
Cc: Eileen Banaga
Subject: FW: Sentynl: Information Sharing Update
Date: Wednesday, October 16, 2024 12:23:02 PM
Attachments: image001.png
image002.png

Should have Lonza MSA comments early next week!

Alisha Bachan
Director of Tech Ops
Sentynl Therapeutics, Inc.
420 Stevens Ave., Suite 200
Solana Beach, CA 92075
[redacted]
www.sentynl.com

From: [redacted]
Sent: Wednesday, October 16, 2024 7:44 AM
To: Alisha Bachan [redacted] Eileen Banaga [redacted]
Cc: [redacted]
Subject: RE: Sentynl: Information Sharing Update

Hi Alisha,

Yes, this is back on track. Because of a few office outs, I have an internal meeting later this week to review and finalize our feedback. I will aim to share an updated version early next week or sooner if available.

Thanks,

Richard Nkansah
Associate Director, Account Management

[redacted]

From: Alisha Bachan [redacted]
Sent: Tuesday, October 15, 2024 10:12 PM
To: Nkansah Richard - Bend [redacted] Eileen Banaga [redacted]
Cc: Muralidhar Bindu - Bend [redacted]
Subject: RE: Sentynl: Information Sharing Update

Thanks for the update, Richard.

That's great news. We'd love to keep the MSA moving in the meantime. Can you share the Lonza comments/responses?

Best,
Alisha

Alisha Bachan
Director of Tech Ops
Sentynl Therapeutics, Inc.
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From: [redacted]
Sent: Friday, October 11, 2024 4:27 PM
To: Alisha Bachan [redacted] Eileen Banaga [redacted]
Cc: [redacted]
Subject: Sentynl: Information Sharing Update

Hi Alisha and Eileen,

As a brief update, I was able to connect with the Eiger Bio trustee and confirm that information sharing of Eiger Bio data by Lonza is acceptable under the current arrangement. This should aid with any information requests made by Sentynl that pertain to our quality agreement with Eiger Bio. We will continue to review any other considerations with the Eiger Bio trustee to ensure that there are minimal disruptions to your activities.

Thanks and have a good weekend.

Richard Nkansah
Associate Director, Account Management

[redacted]

This communication and its attachments, if any, may contain confidential and privileged information the use of which by other persons or entities than the intended recipient is prohibited. If you receive this transmission in error, please contact the sender immediately and delete the material from your system.

EXHIBIT 4

Execution Version

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made and entered into this 18th day of December 2024 (the "Effective Date"), by and between: (i) Joshua Nahas of Dundon Advisers, LLC, the Liquidating Trustee (the "LT"), on behalf of the Liquidating Trust created pursuant to the Fifth Amended Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the "Plan") and Liquidating Trust Agreement, and (ii) Eiger Innotherapeutics, Inc. ("Inno") (collectively, the "Parties", and each individually, a "Party"). Unless otherwise set forth herein, all capitalized terms used but not defined herein will have the meaning set forth in the Lonafarnib Sale Agreement.

RECITALS

WHEREAS, on April 24, 2024, the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") in the matter captioned *In re Eiger Biopharmaceuticals, Inc, et. al* ("Eiger" or the "Debtor") approved the sale of Zokinvy – the life extending pharmaceutical treatment for Hutchinson-Gilford Progeria Syndrome ("Progeria") to Sentynl Therapeutics, Inc. ("Sentynl" and, such sale, the "Zokinvy Sale"); and

WHEREAS, on May 3, 2024, the Zokinvy Sale closed; and

WHEREAS, on August 21, 2024, the Bankruptcy Court approved the sale of the Eiger bankruptcy estate's remaining lonafarnib assets to Inno (the "Lonafarnib Sale") pursuant to an asset purchase agreement for the lonafarnib assets (the "Lonafarnib Sale Agreement"); and

WHEREAS, on September 3, 2024, the Lonafarnib Sale closed, after which the Debtors filed a notice of closing (the "Notice of Closing") with the Bankruptcy Court; and

WHEREAS, while the products conveyed in the Zokinvy Sale and the Lonafarnib Sale are for use in distinct fields, i.e., Zokinvy is for the treatment of Progeria whereas the remaining lonafarnib assets are for the treatment of Hepatitis Delta Virus ("HDV") and other diseases or conditions (other than Progeria) to which the Eiger bankruptcy estate has rights, the underlying molecule and active pharmaceutical ingredient in the products conveyed in the Zokinvy Sale and the Lonafarnib Sale (the "Molecule") is identical; and

WHEREAS, Eiger was party to a number of contracts with third parties (the "Third-Party Contracts" and, individually, a "Third-Party Contract"), providing for services in connection with manufacture, government reporting, and pharmacovigilance with respect to the Molecule, including but not limited to agreements with IQVIA RDS Inc. and its affiliated companies ("IQVIA", and such contracts with IQVIA, the "IQVIA Contracts") and Bend Research, Inc. ("Lonza (Bend)", and such contract with Lonza (Bend), the "Lonza (Bend) Contract"), which the Debtors agreed to assume and assign to Inno in connection with the Lonafarnib Sale and pursuant to the Lonafarnib Sale Agreement and the Notice of Closing; and

WHEREAS, certain claims and disputes have arisen between the LT, Inno, and Sentynl, regarding the operation of the Third-Party Contracts and Eiger's assignment of them to Inno, cooperation between and among the parties with respect to the Third-Party Contracts and other matters, and alleged obligations of Eiger with respect to the Zokinvy Sale and the Lonafarnib Sale; and

WHEREAS, Section 7.12 of the Lonafarnib Sale Agreement provides that "[f]ollowing the Closing, Purchaser shall negotiate in good faith with the Zokinvy Buyer a Zokinvy Buyer Agreement which addresses the following matters: (a) the determination and allocation of Cross-Field Sales (as defined in the Merck License Agreement); (b) a safety data exchange agreement for the exchange of safety data relating to the Zokinvy Product and Lonafarnib Antiviral Products and responsibility for maintaining the Global Safety Databases; (c) a grant by Purchaser to the Zokinvy Buyer of a license to the Transferred Regulatory Information and Transferred Data to replace the license granted to Seller under Section 7.7, (d) a license and right of reference to, and right to access and receive copies of, the INDs and NDAs, including all modules thereof, related to the Zokinvy Product and all data related thereto directly from the Zokinvy Buyer, and letters of authorization in furtherance thereof; (e) a co-existence agreement for trademarks containing the word "Eiger"; and (f) supply by Purchaser to the Zokinvy Buyer of the Zokinvy Product under Purchaser's rights under the Existing Manufacturing Contracts after the Existing Manufacturing Contract Transfer Date for such Existing Manufacturing Contract."

WHEREAS, the LT and Inno have labored and negotiated in good faith to reach agreement with Sentynl with respect to the Third-Party Contracts and other matters set forth in Section 7.12 of the Lonafarnib Sale Agreement, without success, with Sentynl insisting upon satisfaction of item (c) above, i.e., pharmacovigilance and delivery of the database, to the exclusion of the other 5 subsections of Section 7.12; and

WHEREAS, the delay in resolving this matter is potentially causing harm to Inno, to Sentynl, and to the assets of the Eiger estate held by the LT pursuant to the Plan; and

WHEREAS, the LT has determined that it is in the best interest of the Eiger estate to enter into this partial settlement agreement with Inno, which, although it does not resolve all of the issues set forth in Section 7.12 of the Lonafarnib Sale Agreement, it makes significant advances for the benefit of the Eiger estate and comports with all obligations of the Debtors' estate with respect to the Zokinvy Sale.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated in and made part of this Agreement, and in further consideration of the mutual and several covenants hereinafter contained, and for other good and valuable consideration by each Party to the other delivered, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby freely and voluntarily agree by and between themselves as follows:

1. **INNO'S OBLIGATION TO SUPPLY SENTYNL**

The assignment and transfer of the Lonza (Bend) Contract to Inno as provided under the Lonafarnib Sale Agreement and subject to the terms of this Agreement shall be, and is hereby without any further action of any Party, assigned and transferred to Inno effective as of the execution of this Agreement by all Parties.

Inno hereby agrees that, for so long as Inno and/or its affiliates are party to the Lonza (Bend) Contract and Section 2.8 thereof is effective and in force, at Sentynl's request, Inno shall supply Sentynl with bulk finished drug product intermediate containing the Molecule that Lonza (Bend) manufactures for Inno under the Lonza (Bend) Contract (the "Material") solely for use with Zokinvy for the treatment of Progeria, which shall continue to be manufactured in accordance with the terms of the Lonza (Bend) Contract, at Inno's cost of manufacturing the Material[1] plus a reasonable markup to compensate Inno for related overhead (such markup to be consistent with arms-length, market rate markups in the industry for similar supply arrangements), such that Sentynl is in substantially no worse position in obtaining its requirements of the Material for use with Zokinvy for the treatment of Progeria had Sentynl been able to contract directly with Lonza (Bend).

2. INNO'S OBLIGATION TO DIRECT IQVIA TRANSFER

Inno agrees to enter into a pharmacovigilance agreement on substantially the terms attached hereto as Exhibit A (the "PVA").

Simultaneously upon execution of this Agreement, Inno shall immediately instruct IQVIA to (i) create a copy of the legacy lonafarnib global safety database in its current form held under Inno's account at IQVIA (the "Default Copy"), and (ii) transfer such Default Copy to Sentynl to its account at IQVIA or any other third party service provider (the "IQVIA Transfer"), with such transfer to be performed in accordance with IQVIA's standard operating procedures. Inno consents to Sentynl immediately contracting directly with IQVIA for work following receipt of the Default Copy, including any customization thereof required for such product-specific Zokinvy GSDB (any such contract, the "Sentynl/IQVIA Contract") and consents to Sentynl and IQVIA using the Default Copy for such purposes. For the avoidance of doubt, any such Sentynl/IQVIA Contract shall be independent of Inno's contract with IQVIA, and Inno shall have no obligations (payment or otherwise) to Sentynl or IQVIA with respect to the Sentynl/IQVIA Contract or, except as expressly provided in this paragraph, any such customization. Sentynl shall pay or reimburse Inno for all fees and costs invoiced by IQVIA to Inno for work done by IQVIA (x) associated with IQVIA Transfer, and (y) that are directly related to Zokinvy or specific to supporting the activities of Sentynl from October 25, 2024 until the date of the IQVIA Transfer.

In the event Sentynl does not agree to pay to Inno $45,000.00 to compensate Inno for Inno's internal costs incurred in supporting all of the foregoing work and activities described in clause (x) and (y) above, the LT agrees to pay to Inno up to $45,000.00 of such costs subject to review by the LT of the corresponding invoices or other support for such costs and agreement on the reasonableness of such costs. Alternatively, at Inno's choice, the LT will pay $15,000 without

[1] Reference is made to the Exhibit A to the Lonza (Bend) Contract. Depending upon the number of batches purchased by Inno per annum, Inno will be able to obtain these volume discounts.

requiring a review of invoices or other support for such costs or an agreement on the reasonableness of such costs.

3. **MUTUAL RELEASE AND WAIVER**

As of the Effective Date, the Parties hereby fully, conclusively, unconditionally, irrevocably, and forever mutually release and waive, as against each other Party, and each of their respective affiliates, officers, directors, employees, agents, successors and assigns, and representatives (the "Released Parties"), each in their capacities as such, all claims, causes of action, obligations, rights, suits, damages, remedies, sums of money due or owed, expenses, attorneys' fees, and liabilities, of every kind and nature whatsoever, in law or equity, whether known or unknown, arising whether now or at any time hereafter in connection with this Agreement, the Lonafarnib Sale Agreement and the Lonza (Bend) Contract and IQVIA Contracts (the "Released Claims"), *provided, however,* that the Released Claims shall not include any claims related to the enforcement of (a) the terms of this Agreement, (b) any representations and warranties of Inno, the Debtors, or the LT on behalf of the Debtors, under the Lonafarnib Sale Agreement, (c) any obligations of the Debtors or the LT on behalf of the Debtors to deliver any Transferred Assets (as such term is defined in the Lonafarnib Sale Agreement) under the Lonafarnib Sale Agreement, or (d) the grant of rights or licenses, including to information, by the Debtors, or the LT on behalf of the Debtors, under the Lonafarnib Sale Agreement.

4. **JOINT OWNERSHIP**

(I) In exchange for the agreements of Inno contained herein, including expressly, Inno's agreements in Section 4(II) hereof, the LT agrees to, shall, and hereby (x) irrevocably waives Section 7.8(c), Section 7.8(d), and Section 7.13 of the Lonafarnib Sale Agreement and (y) assigns and transfers to Inno sole ownership of all its right, title, and interest in and to all (a) General Licensed Product Regulatory Information, (b) General Licensed Product Data, and (c) General Business Books and Records (as such terms are defined in the Lonafarnib Sale Agreement), without any further action of any Party required to effectuate such assignment and transfer. For the avoidance of doubt, the LT shall not waive Section 7.8(c) or Section 7.8(d) with respect to Licensed Progeria Product Regulatory Information or Licensed Progeria Product Data.

(II) As consideration for the agreement of the LT contained herein, including expressly the agreements contained in Section 4(I) hereof, Inno agrees with the LT that:

(a) Irrespective of the first paragraph of this Section 4 of this Agreement, Inno shall continue to be subject to the requirement to engage in good faith discussions with Sentynl with respect to the joint ownership of the General Licensed Product Regulatory Information, General Licensed Product Data, and General Business Books and Records, provided that such obligation to negotiate in good faith does not require discussions or negotiations in perpetuity, and nothing herein shall require Inno to enter into a contract or agreement that is not acceptable to Inno.

(b) To the extent requested by Sentynl (in the event no separate joint ownership agreement has been entered into by the Parties), Inno shall either (with the selection of option (a) or (b) to be determined by Inno in its sole discretion), (a) grant to Sentynl a non-exclusive, royalty-free license to the requested General Licensed Product Regulatory Information, General Licensed Product Data, and General Business Books and Records solely for Sentynl's use in connection with Zokinvy for the treatment of Progeria, or (b) covenant not to sue Sentynl for Sentynl's use of the requested General Licensed Product Regulatory Information, General Licensed Product Data, and General Business Books and Records solely in connection with Zokinvy for the treatment of Progeria; provided that such license or covenant not to sue will be subject to terms and conditions that are customary in the industry.

5. **CHOICE OF LAW AND FORUM**

This Agreement shall be interpreted, enforced, and governed under the laws of the State of Texas. The Parties agree that the United States Bankruptcy Court for the Northern District of Texas shall maintain exclusive jurisdiction (and the Parties consent to such jurisdiction) with respect to any disputes arising from or related to, or other actions to interpret, administer, or enforce the terms and provisions of this Agreement.

6. **ADDITIONAL DOCUMENTS**

The Parties shall execute any and all additional documents and do all things as may be necessary to accomplish the object of this Agreement.

7. **NOTICES**

All notices required under the terms and conditions of this Agreement or required by law shall be in writing. Notices to the parties shall be either: (a) sent by overnight delivery service, delivery charges prepaid; and (b) via electronic mail to the address noted below, unless written notice of a different address has previously been given by the party to receive notice:

If to the LT: Joshua Nahas
Dundon Advisers LLC
Ten Bank Street
White Plains, NY 10606

With a copy to:
Warren J. Martin Jr., Esq. and Rachel A. Parisi, Esq.
Porzio Bromberg & Newman, P.C.
100 Southgate Parkway
PO Box 1997
Morristown, NJ 07962
973-889-4006
wjmartin@pbnlaw.com and raparisi@pbnlaw.com

If to Inno: Dr. Jeffrey S. Glenn
Stanford Gastroenterology
269 Campus Dr Rm 3115
CCSR Bldg MC 5171
Stanford, CA 94305
[redacted]

With a copy to:
Kizzy L. Jarashow, Esq.
Goodwin Proctor LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018

Notice shall be deemed received by the party it is sent to on the date of delivery, in the case of delivery, three days after it is deposited in the United States mail or with an overnight delivery service, in the case of mail or overnight delivery, and on the next business day following the date of a facsimile transmission where a sender has received confirmation thereof, in the case where notice is sent by facsimile transmission or via email.

8. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter herein and supersedes all prior and contemporaneous agreements, representations and understanding of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9. **MODIFICATION**

This Agreement may be modified only by a writing signed by each of the Parties hereto.

10. **SEVERABILITY AND ENFORCEABILITY**

The invalidity of any provision of this Agreement, as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, and in case any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such provision had never been contained herein; provided, however, that it shall be construed in such a manner so as to enable the Parties to obtain a practical realization of all benefits contemplated to be acquired by them hereunder.

11. **DUE AUTHORITY**

The undersigned who execute this Agreement by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party and that this Agreement constitutes a valid, binding agreement in accordance with its terms.

12. **COUNTERPARTS**

This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the Parties hereto, notwithstanding that all the Parties are not signatories to the original or same counterpart. In addition, this Agreement may be executed by facsimile or electronic signature of the Parties hereto, and such signatures shall constitute valid and binding signatures for the purposes hereof.

13. **MISCELLANEOUS**

The Parties represent that they understand this Agreement and that this Agreement is executed voluntarily and with full knowledge of its significance. This Agreement shall be deemed to have been drafted by each party hereto. The Parties represent or warrant that they have not sold, assigned or in any other manner transferred, voluntarily or involuntarily, by a contract or operation of law, or any claim herein released. Each of the signatories to this Agreement warrant that he or she is fully authorized to enter into the terms and conditions stated herein to execute this Agreement, and to legally bind the party on whose behalf he or she is signing and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand relating to any matter covered by this Agreement. The Parties represent that their attorneys have fully explained this Agreement and how it affects their legal rights, and that the person executing this Agreement on his or her behalf has read and understood the terms, conditions and provisions of this Agreement and has executed it freely and without duress of any kind. This Agreement is in compromise of disputed claims between the Parties, and shall not be construed as an admission by the Parties or any of their respective present or former directors, officers, employees or agents, of a violation of any federal, state, or local statute, regulation, judicial doctrine, or other law, or a violation of any right, or breach of any duty, obligation or contract. All communications (whether oral or in writing) between and/or among the Parties, their respective counsel and/or other respective representatives relating to, concerning or in connection with this Agreement, or the matters covered hereby and thereby, shall be governed and protected in accordance with Federal Rule of Evidence 408 and all other similar rules and laws to the fullest extent permitted by law, and no Party hereto shall seek to admit this Agreement into evidence against any other party hereto, except in an action to enforce or interpret the terms of this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto any rights or remedies of any nature whatsoever under or by reason of this Agreement.

14. **SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, administrators, and assigns.

This Agreement may not be assigned by any Party, nor may any Party delegate its obligations or otherwise transfer any rights created by this Agreement, without the prior written consent of the other Party (to be provided or withheld in such Party's sole discretion), provided, however, that Inno may assign this Agreement to (a) any of its affiliates or (b) its successor in connection with a merger, consolidation, or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this Agreement. Inno shall not assign (i) its rights, obligations, and interest under (i) the Lonza (Bend) Contract separate from its rights, obligations, and interest under this Agreement with respect to Section 1 of this Agreement, and (ii) the IQVIA Contracts separate from its rights, obligations, and interest under this Agreement with respect to Section 2 of this Agreement, in each case, to any affiliate or person or entity. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. Any assignment or delegation that violates this provision shall be null and void.

[Signatures follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for the purposes herein expressed the day and year first above written.

Eiger Innotherapeutics, Inc.

By: Jeffrey Glenn
Name: Dr. Jeffrey S. Glenn
Title: President

Liquidation Trustee pursuant to the Fifth Amended Plan of Liquidation of Eiger Biopharmaceuticals, Inc. et al., Dundon Advisers, LLC

By:_____
Name: Joshua Nahas

Sole Member and Managing Director of Eiger BioPharmaceuticals, LLC, f/k/a Eiger BioPharmaceuticals Inc., Dundon Advisers, LLC

By:_____
Name: Joshua Nahas

EXHIBIT 5

From: Martin Jr., Warren J.
To: Michael Hercz; Parisi, Rachel A.; gary.broadbent@broadbentadvisors.com
Cc: Morse, Joshua D.; Fazio, Frank; Stirling, Jason; Joshua Nahas
Subject: Lonza lonafarnib SDD manufacturing
Date: Wednesday, December 18, 2024 2:55:53 PM
Attachments: image001.png
0.png
1.png
Executed Copy_EIGER_LT Inno Settlement.pdf

Michael,

Thanks. Attached please find a Settlement Agreement we entered into today with Inno Therapeutics. Among other things it provides for:

1. Inno's direction to IQVIA, which has been delivered to you just now, as had been your most pressing request of us and an issue expressly raised in your administrative proof of claim;

2. Assignment of the Lonza (Bend) agreement in a way that does not adversely affect your ability to commercialize Zokinvy, as set forth section 3.7 of the Debtor's Sublicense Agreement with you, as well as in section 7.12(f) of the Debtor's APA with Inno;

3. Maintenance of Inno's obligation to continue negotiating in good faith with you on any unresolved issues (again see section 7.12 of the Inno APA), and

4. Access to General (non-specific data) as you may require insofar as you already have been assigned ownership of all Zokinvy/Progeria product specific data, and while you have copies of all of the non-specific data, we wanted to ensure your right to use the non-specific data, without leaving Inno with any ability to complain about it.

We think this is a favorable deal to all parties, that unfortunately would not have been possible for the parties to reach on their own, given the impasse between Sentynl and Inno on: (i) the order of proceeding – you wanted the direction to IQVIA to happen irrespective of any kind of more global arrangement, and Inno unwilling to agree to this, and (ii) Inno wanted your agreement in connection with any cross-field sales agreement that your parent would also not compete in the Lonafarnib for HDV space, which you were clearly unwilling to give. We hope you will find this to be an acceptable resolution, given the impasse the parties were at. Thanks.

Warren

From: Michael Hercz [redacted]
Sent: Wednesday, December 18, 2024 3:44 PM
To: Parisi, Rachel A. <RAParisi@pbnlaw.com>; Martin Jr., Warren J. <WJMartin@pbnlaw.com>; gary.broadbent@broadbentadvisors.com
Cc: Joshua D. Morse <joshua.morse@pillsburylaw.com>; Fazio, Frank <FFazio@pbnlaw.com>; Jason Stirling <jason.stirling@pillsburylaw.com>; Joshua Nahas <jn@dundon.com>
Subject: Lonza lonafarnib SDD manufacturing
Importance: High

EXTERNAL MESSAGE

Hi Rachel, Warren and Gary (copying Josh N.),

Our team spoke with Richard Nkansah at Lonza earlier today and he said that Eiger Bio informed Lonza that Sentynl would acquire SDD from Eiger Inno. Since we're hearing this second hand, would you please let me know immediately if anyone at Eiger Bio actually said that to Lonza?

As you know, Sentynl has not agreed to work through Eiger Inno to acquire SDD and we understood that we were working in good faith to have the exclusivity clause removed from the Eiger Bio / Lonza MSA.

Thanks very much.
Michael

Michael G. Hercz
Senior Vice President & General Counsel
Sentynl Therapeutics, Inc.
420 Stevens Ave., Suite 200
Solana Beach, CA 92075
[redacted]
www.sentynl.com

1502726653488_Sentynl

Warren J. Martin Jr., Esq.
Principal
WJMartin@pbnlaw.com
Phone: (973) 889-4006
vCard | CV

100 Southgate Parkway P.O. Box 1997
Morristown, NJ 07962-1997
www.pbnlaw.com

EXHIBIT 6

Category	Document	Why it's needed	When it's needed by
Quality/GMP	Quality Agreement	GMP requirement	As soon as feasible / as soon as an MSA is in place
Process Development	Risk Assessment	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Development	Gap Analysis	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Development	Process Development Report(s)	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Development	Process Optimization Report(s)	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Development	Final Registration Stability Reports	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Development	Forced Deg Study Report	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Development	Product Characterization Reports	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Development	Impurities reference standards; analytical method reference standards	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Validation	PPQ Reports	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Validation	Control Strategy Report (CQAs, CPPs)	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Validation	BOM w/Suppliers and any Alt. Suppliers and supplier part numbers	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Process Validation	All process reference standards	For batch release, Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Continuous Process Monitoring	Interim CPV Reports	Support Tech Transfer, Secure Zokinvy Supply Chain	As soon as feasible - Sentynl will not be able to continue with tech transfer activites
Ongoing Data	Missing Batch Records - specifically for Corden: BO2007B034 EBR	Ongoing Product Support - currently in the supply channel, Regulatory Requirements	Data should have been provided soon after prorgam acquisition

Category	Document	Why it's needed	When it's needed by
Ongoing Data	Ongoing validation/annual stability interim reports - specifically for Corden: BO1906P807 – Stability Final Report, BO2011B901 – Stability 36M, 48M (Final) Report, BO2210B22B – Stability 24M Report, BO2210B023 – Stability 18M Report, BO2210B024 – Stability 12M, 18M Report	Ongoing Product Support - currently in the supply channel, Regulatory Requirements	Data should have been provided soon after prorgam acquisition, and any ongoing stabilty should be provided to Sentynl to support commercial product in the channel.
Ongoing Data	Stability related reports/OOS/Deviations	Ongoing Product Support - supporting the current supply channel, Regulatory Requirements	Data should have been provided soon after prorgam acquisition and continuous support
Ongoing Data	Ongoing APQR support and historical APQRs	Ongoing Product Support - supporting the current supply channel, Regulatory Requirements	Data should have been provided soon after prorgam acquisition and continuous support
Ongoing Data	Ongoing complaint support (historical batches)	Ongoing Product Support - supporting the current supply channel, Regulatory Requirements	Data should have been provided soon after prorgam acquisition and continuous support
Starting Materials	All starting material incoming methods - YGK & GS	Support Tech Transfer, Secure Zokinvy Supply Chain	Data should have been provided soon after prorgam acquisition
Starting Materials	Starting material internal specifications - YGK & GS	Support Tech Transfer, Secure Zokinvy Supply Chain	Data should have been provided soon after prorgam acquisition

EXHIBIT 7

From: Benson, Alan
To: Michael Hercz
Cc: Alisha Bachan
Subject: RE: Requests related to Lonafarnib DS
Date: Monday, December 23, 2024 11:39:05 PM
Attachments: image004.png

Hello Michael,
It has become known to Corden that the Master Services Agreement from Eiger had been assigned to Eiger InnoTherapeutics.
Calls with respective counsel may be required to sort out a contractual path forward but in meantime talking to EIT should be your starting point.
-Alan

From: Michael Hercz [redacted]
Sent: Monday, December 23, 2024 8:23 PM
To: Benson, Alan [redacted]
Cc: Alisha Bachan [redacted]
Subject: RE: Requests related to Lonafarnib DS

Hi Alan,

Alisha shared your email with me. Would you please let us know why Corden has asked that we speak first with Eiger InnoTherapeutics? As you know, Corden and Sentynl have been working together since at least October on an MSA to cover services rendered by Corden on behalf of Sentynl. The batch records requested are for drug substance lots previously manufactured and actively being used in clinical and commercial Zokinvy finished drug product batches.

Apologies for the email on the eve of the holidays, but I'd greatly appreciate your prompt reply.

Kind regards,
Michael

Michael G. Hercz
Senior Vice President & General Counsel
Sentynl Therapeutics, Inc.
420 Stevens Ave., Suite 200
Solana Beach, CA 92075
[redacted]
www.sentynl.com

1502726653488_Sentynl

From: Benson, Alan [redacted]
Sent: Monday, December 23, 2024 4:27 PM
To: Alisha Bachan [redacted]
Cc: Ashwini Kadam [redacted] Jeffrey Glenn [redacted]; Leen Kawas [redacted]
Subject: Requests related to Lonafarnib DS

Hello Alisha,
Coming back to you on your inquiry I ask that you speak first with Eiger InnoTherapeutics. Please message them directly. It is not necessary to keep me in copy.
Kind regards,
-Alan

Alan Benson
Sr. Director, Sales & Key Account Management

CordenPharma International
2075 55th Street I Boulder, CO 80301 I USA

[redacted]
cordenpharma.com

EXHIBIT 8

From: Benson, Alan
To: Stirling, Jason; Michael Hercz
Cc: Eileen Banaga; Alisha Bachan
Subject: RE: Corden/Sentynl MSA
Date: Thursday, February 27, 2025 11:09:15 PM
Attachments: image001.png
image002.jpg
image003.jpg
image004.jpg
image005.png

Hello Jason,

Pleased to meet you and thank you for your message. We share your interest in moving quickly in the interest of the patients. This project has always been very important to Corden Pharma and we have tremendous pride in being a part of this critical drug.

I will share your questions with legal and in the meantime share that to proceed Corden Legal will need to see all of the proof related to raw materials and information first in a form that allows full verification and assessment. Without that a call for the Legal teams at this stage will not make sense. Therefore, please provide all pertinent documents and evidence.

Corden Legal is not open to receiving this information under CDA as a confidentiality waiver could be obtained from the other party of these contracts.

Kind regards,

-Alan

From: Stirling, Jason <jason.stirling@pillsburylaw.com>
Sent: Thursday, February 27, 2025 10:49 PM
To: Benson, Alan [redacted] Michael Hercz [redacted]
Cc: Eileen Banaga [redacted] Alisha Bachan [redacted]
Subject: RE: Corden/Sentynl MSA

> **ATTENTION:** This e-mail originates from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Alan,

It is nice to meet you by email. My name is Jason Stirling and my firm (Pillsbury) is company counsel to Sentynl and in particular I was integrally involved in Sentynl's acquisition of the Zokinvy assets from Eiger Bio. (Please continue to fold in the appropriate folks from the Corden legal team so appropriate ethical obligations are met.)

We wanted to ask a few follow up questions on the request below (and appreciate

any input or guidance you can provide with respect to these questions) and we had a few additional points we wanted raise as we move forward in our discussions:

1. Can you help us understand why Corden is unwilling to sign a standard CDA with Sentynl? Having a CDA would be the most efficient path for Sentynl to be able to share relevant documents with you to move forward in discussions, and we don't understand the reluctance or unwillingness to do so given it is a customary practice. As you know, Sentynl seeks to be a long-term customer of Corden for its commercial product Zokinvy® and so we assume any MSA would have confidentiality obligations, and of course a standard CDA will have appropriate carve-outs as to what is or is not confidential information.

   As you can likely appreciate, because Sentynl acquired the Zokinvy assets out of a bankruptcy process for Eiger Bio, the permission of the Bankruptcy Plan Administrator to share additional transaction documents may not be readily provided and it is important that Sentynl be able to engage with Corden directly and soon. But even if that approval to share the transaction documents with Corden is received, Sentynl would like Corden to sign a CDA given the transaction documents contain confidential and proprietary information of Sentynl and third parties that we think should reasonably be treated as confidential by Corden.

2. We appreciate that Corden is willing to engage with Sentynl to continue negotiations that began last October toward entering into a direct contractual relationship with Sentynl, but we don't fully understand the initial reasoning that Sentynl has to proceed "through EIT". Is there any more background you can give us as to that initial position so we can specifically address any concerns or issues? That will help us provide the right information.

3. As Michael Hercz noted in his letter to you dated February 19, 2025, certain "Transferred Inventory" related to Zokinvy and held at Corden is solely owned by Sentynl. That Transferred Inventory is important and valuable to Sentynl and critical to its supply chain for Zokinvy to treat Progeria patients worldwide. No third party (including EIT) should have any access to or control over those materials or the data exclusively related to those materials without Sentynl's express written consent. Can you please confirm that all the appropriate notices and protocols are in place at Corden such that no third party (including EIT) will have access to or control over those materials or that specific data while in Corden's possession without Sentynl's express written consent?

4. The Sentynl team and I would welcome the opportunity to speak with you and the Corden legal team at any time to discuss this matter in order to move this

forward. Can you please let us know your availability to do so?

Thanks, Jason

Jason Stirling | Partner
Pillsbury Winthrop Shaw Pittman LLP
11682 El Camino Real, Suite 200 | San Diego, CA 92130-2092
t +1.858.847.4116
jason.stirling@pillsburylaw.com | website bio

From: Benson, Alan [redacted]
Sent: Tuesday, February 25, 2025 6:58 AM
To: Michael Hercz [redacted]
Cc: Eileen Banaga [redacted] Alisha Bachan [redacted] Stirling, Jason <jason.stirling@pillsburylaw.com>
Subject: RE: Corden/Sentynl MSA

Hello Michael,
Thank you for your message and background.
Corden still requires documented evidence to be able to take an action. This evidence must be in form of actual documents (contracts etc.) in unredacted form. Corden will not sign a CDA to be shown such information. If necessary please obtain a confidentiality waiver from the other party of these contracts.
Kind regards,
-Alan

From: Michael Hercz [redacted]
Sent: Monday, February 24, 2025 10:22 PM
To: Benson, Alan [redacted]
Cc: Eileen Banaga [redacted] Alisha Bachan [redacted] Stirling, Jason <jason.stirling@pillsburylaw.com>
Subject: RE: Corden/Sentynl MSA

Hi Alan,

Per your request, I'm circling back to provide you with additional contractual support and analysis as to why Sentynl is entitled to certain data and know-how currently in the possession of Corden related to Zokinvy®. I'm copying our lead outside transactional counsel, Jason Stirling, who

negotiated the terms of each of the documents related to Sentynl's acquisition of Zokinvy.

As noted in my letter to you dated February 19, 2025, Sentynl acquired worldwide rights to commercialize Zokinvy from Eiger Biopharmaceuticals, Inc. ("Eiger Bio" or "Eiger") pursuant to an Asset Purchase Agreement ("APA") and Sublicense Agreement ("Sublicense"). As also noted in my letter, while the APA is part of the public record, the Sublicense is not part of the public record and is considered confidential information of Sentynl and Eiger Bio. Therefore any information shared with Corden regarding the Sublicense and its terms and conditions is necessarily required to be kept confidential and Sentynl is only sharing such information with Corden to the extent necessary for Sentynl to effect it rights under the acquisition agreements related to Zokinvy.

Sentynl's Ownership of Data and Know-How Related to Zokinvy

Under the APA, Sentynl acquired certain finished goods and raw materials defined as "Transferred Inventory", and a portion of the Transferred Inventory are the raw materials in the possession or control of Corden that we detailed for you in the February 19, 2025 letter. Sentynl's ownership of data and know-how that relates to the Transferred Inventory in Corden's possession and control results from a few important and related concepts in the APA and Sublicense Agreement. First, the Transferred Inventory was acquired exclusively for the commercialization of Zokinvy and for Sentynl to meet its other obligations with respect to Zokinvy under the APA and related transaction documents. Said another way, the Transferred Inventory "exclusively relates" to Zokinvy which is the "Licensed Progeria Product." Under the APA and Sublicense Agreement, Eiger Bio transferred ownership of all right, title and interest in and to "Regulatory Information" that exclusively relates to Zokinvy as the Licensed Progeria Product. "Regulatory Information" as defined in the Sublicense Agreement includes "any filings, submissions, applications, data, reports or correspondence, including, without limitation, dossiers, manufacturing data, drug master files, inspection reports, adverse event files and complaint files, between Eiger or its Affiliates and any Governmental Authority that are in the possession or under the control of Eiger or its Affiliates and exclusively relate to the Licensed Progeria Product, including any IND, Regulatory Application and Regulatory Approval."

Sentynl's License Rights Extends to all Data and Know-How of the Transferred Inventory

Sentynl's also has license rights to all data and know-how that relates to the Transferred Inventory in Corden's possession and control, to the extent any aspect of such data or know-how isn't owned by Sentynl. Under Section 2.1(c) of the Sublicense, Eiger Bio granted Sentynl a non-exclusive license under Eiger Bio's rights or Eiger Bio's interest to the following "in connection with the Development, Manufacture, or Commercialization of the Licensed Progeria Product in the Progeria Field in the Territory": Know-How (see definition below) owned and Controlled by Eiger that is necessary to Develop, Manufacture or Commercialize the Licensed Progeria Product in the Progeria Field in the Territory. "Controlled" means, with respect to a Person, that such Person (or any of its Affiliates) has the legal authority to grant a license or sublicense of intellectual property rights to another Person or to otherwise disclose proprietary information to another Person without breaching the terms of any agreement with a Third Party, or misappropriating the proprietary or trade secret information of a Third Party. "Know-How" means any and all proprietary data, information and materials (whether patentable or not) necessary or useful to the Licensed Compound, formulations, the Licensed Product, any Licensed Product Improvements, or the Development, Commercialization, Manufacture

or use of any of the foregoing, that are not in the public domain, including, without limitation, (a) ideas, discoveries, inventions, improvements, technology or trade secrets, (b) pharmaceutical, chemical and biological materials, products, components or compositions, (c) methods, procedures, formulas, processes, tests, assays, techniques, regulatory requirements and strategies, (d) biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, clinical, safety, Manufacturing and quality control data and information related thereto, (e) technical and non-technical data and other information related to the foregoing, (f) drawings, plans, designs, diagrams, sketches, specifications or other documents containing or relating to such information or materials and (g) all applications, registrations, licenses, authorizations, approvals and correspondence submitted to Regulatory Authorities.

As a result of the foregoing, Sentynl has ownership and/or or license rights to all of the following information currently under Corden's control, in each case with respect to the "Transferred Inventory" Corden was or is in possession of, including, but not limited to:

1. Know-how
    a. All process development/validation documents
    b. All method development/validation documents
        i. Including methods/testing of key raw materials
    c. Tech transfer support
2. Data
    a. Batch Records
    b. Ongoing stability data & final reports
        i. Related deviations or OOS
    c. Ongoing APQR support
    d. Ongoing complaint support (historical batches)

While we understand that Corden must act reasonably and carefully before sharing confidential information of its customers, the acquisition of Zokinvy by Sentynl through the bankruptcy process has given Sentynl the ownership and/or right to the data and information related to the Transferred Inventory that Corden was or is in possession of. The data and know-how are necessary for Sentynl to be able to commercialize the Zokinvy assets as contemplated by the APA, for Sentynl to meet contractual obligations to third parties that Sentynl was required to agree to in connection with the acquisition, and for Sentynl to meet its regulatory obligations with respect to Zokinvy as a commercial product.

We appreciate your attention to this matter.

Best,
Michael

Michael G. Hercz
Senior Vice President & General Counsel

Sentynl Therapeutics, Inc.
420 Stevens Ave., Suite 200
Solana Beach, CA 92075
[redacted]
www.sentynl.com
1502726653488_Sentynl

From: Benson, Alan [redacted]
Sent: Thursday, February 20, 2025 7:59 AM
To: Michael Hercz [redacted]
Cc: Eileen Banaga [redacted] Alisha Bachan [redacted]
Subject: RE: Corden/Sentynl MSA

Hello Michael,

Thanks for the message and letter. Corden Legal is looking into what you have sent over and how we can proceed.

It is claimed that Sentynyl has acquired information related to the Transferred Inventory. Corden Legal is asking that you please provide the evidence for the acquisition of data and know-how - at least to same degree as was provided for the Transferred Inventory.

Kind regards,

-Alan

From: Michael Hercz [redacted]
Sent: Wednesday, February 19, 2025 11:10 PM
To: Benson, Alan [redacted]
Cc: Eileen Banaga [redacted] Alisha Bachan [redacted]
Subject: RE: Corden/Sentynl MSA
Importance: High

Dear Alan,

Please see the attached correspondence setting forth Sentynl's rights to certain Transferred Inventory, and data, information and know-how related to the Transferred Inventory, stored at Corden.

As we have explained, nothing about EIT's acquisition of the below-referenced MSA would require Corden or Sentynl to involve EIT in the disposition of the Transferred Inventory, or in the provision of all related data, information and know-how from Corden to Sentynl. Thus, we ask that you confirm at your earliest opportunity that you will work directly with Sentynl with respect to the Transferred Inventory, and all associated data, information and know-how, and look forward to executing an MSA with Corden in the coming weeks.

Kind regards,
Michael

Michael G. Hercz
Senior Vice President & General Counsel
Sentynl Therapeutics, Inc.
420 Stevens Ave., Suite 200
Solana Beach, CA 92075
[redacted]
www.sentynl.com
1502726653488_Sentynl

From: Alisha Bachan [redacted]
Sent: Tuesday, February 18, 2025 3:51 PM
To: Michael Hercz [redacted]
Cc: Eileen Banaga [redacted]
Subject: FW: Corden/Sentynl MSA

From: Benson, Alan [redacted]
Sent: Tuesday, February 18, 2025 3:49 PM
To: Alisha Bachan [redacted]
Subject: RE: Corden/Sentynl MSA

Hello Alisha,

As the landscape for asset transfer from Eiger Bio clarified, it is necessary for Sentynyl to proceed through EIT who has acquired the Master Services Agreement and all associated materials (except for the Lonafarnib DS batch Sentynyl acquired) and data under this agreement from Eiger Bio.

If you have documentation that shows otherwise – we do not have this - please do share so that Corden Legal can evaluate.

Kind regards,

-Alan

Alan Benson
Sr. Director, Sales & Key Account Management

CordenPharma International
2075 55th Street | Boulder, CO 80301 | USA

[redacted]
cordenpharma.com

From: Alisha Bachan [redacted]
Sent: Tuesday, February 18, 2025 5:40 PM
To: Benson, Alan [redacted]
Subject: Corden/Sentynl MSA

> **ATTENTION:** This e-mail originates from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alan,

I hope you're doing well! I just wanted to follow up on the MSA and see where we are.

Best,
Alisha

Alisha Bachan
Director of Tech Ops
Sentynl Therapeutics, Inc.
420 Stevens Ave., Suite 200
Solana Beach, CA 92075
[redacted]
www.sentynl.com

Disclaimer

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EXHIBIT 9

Schedule 2.1(h)
Raw Materials and Inventory

Inventory

Use	Description	Quantity	Unit	Lot	Exp Date	Location(s)	Notes:
HDV	SZ 4 WHITEOP CAPSULE Shell	7.2	Kg	7202096	09/28/2026	Patheon	Imprinted "LNF 25" Capsule Shells for 25mg HDV
HDV	SZ 4 WHITEPOX CAPSULE Shell	72.0	Kg	7206089	04/19/2027	Patheon	Imprinted "LNF 25" Capsule Shells for 25mg HDV
HDV	SZ 4 WHITEOP CAPSULE Shell	33.7	Kg	7208817	08/25/2027	Patheon	Imprinted "LNF 25" Capsule Shells for 25mg HDV
HDV	LNF 25MG BULK	71.3	Kg	CNBMK	8/31/2026	Patheon	25mg PPQ1 (~480,000 Capsules)

Reference Material

	Raw Material Lot	Current On-hand in kilos	Gram Conversion	Retained by Eiger (Grams) as reference materials	Transferred to Zokinvy Buyer (Grams)
1	LONAFARNIB SDD 29.1 Kg 00-0120 Retest Patheon US Only	29.1	29,100	50	29,050
2	LONAFARNIB SDD 54.9 Kg 00-0332 Retest Patheon Global	54.9	54,900	50	54,850
3	YGK BP1515-LT 91.6 Kg 203002 Retest Corden US Only	91.6	91,600	50	91,550
4	YGK BP1515-LT 120.0 Kg 203003 Retest Corden US Only	120	120,000	50	119,950
5	YGK BP1515-LT 84.3 Kg 222004 Retest Corden Global	84.3	84,300	50	84,250
6	YGK BP1515-LT 118.8 Kg 228005 Retest Corden Global	118.8	118,800	50	118,750
7	GLS BP1515-JJ 18.8 Kg 11693 Retest Corden Global	18.8	18,800	50	18,750

8	GLS BP1515-JJ 9.9 Kg GLS-J-20210201 Retest Corden Global	9.9	9,900	50	9,850
9	GLS BP1515-JJ 59.9 Kg GLS-J-20210201 Retest Corden Global	59.9	59,900	50	59,850
10	GLS BP1515-JJ 300 Kg GLS-J-20221201 10/27/2024 Corden Global	300	300,000	50	299,950
11	BP1515-WA Stage 1 0.6 Kg BO2210B22B Retest Corden Global	0.6	600	50	550
12	BP1515-Y Stage 2 46.6 Kg BO2210B023 Retest Corden Global	46.6	46,600	50	46,550
13	Lonafarnib API 17.9 Kg BO2011B901 Retest Lonza Bend US Only	17.9	17,900	50	17,850
14	Lonafarnib API 43.1 Kg BO2210B024 2/28/2026 Lonza Bend Global	43.1	43,100	50	43,050

EXHIBIT 10

Schedule 3.3(a)

Transferred Inventory

FINISHED GOODS

Description	Quantity	Unit	Lot	Exp Date	Location(s)	Notes:
50mg BS - US/Clin	3355	Ea.	CKFDX	5/31/2027	Patheon	Britestock 30ct - Only for use in Zokinvy US/TR/IL + all Clinical and MAP
50mg BS - US/Clin	237	Ea.	CHHMC	11/30/2025	Patheon	Britestock 30ct - Only for use in Zokinvy US/TR/IL + all Clinical and MAP
75mg BS - US/Clin	1880	Ea.	CKFDY	5/31/2027	Patheon	Britestock 30ct - Only for use in Zokinvy US/TR/IL + all Clinical and MAP
75mg BS - US/Clin	34	Ea.	CHHMD	11/30/2025	Patheon	Britestock 30ct - Only for use in Zokinvy US/TR/IL + all Clinical and MAP
50mg BS Global	3354	Ea.	CSGBG	1/31/2028	Patheon	Britestock 30ct - For global use, all demand types
75mg BS Global	1326	Ea.	CSGBK	1/31/2028	Patheon	Britestock 30ct - For global use, all demand types
Clinical Label 50mg	497	Ea.	Multi	11/30/2025	Fisher+Sciensus+Clinigen	Clinical Label 30ct - For global use Clincial Studies and MAP
Clinical Label 75mg	470	Ea.	Multi	11/30/2025	Fisher+Sciensus+Clinigen	Clinical Label 30ct - For global use Clincial Studies and MAP
US TR IL Zokinvy 50mg	165	Ea.	CKFDZ	11/30/2025	McKesson	US Zokinvy Commercial for use anywhere that accepts the US SKU
US TR IL Zokinvy 75mg	390	Ea.	CKFFB	11/30/2025	McKesson	US Zokinvy Commercial for use anywhere that accepts the US SKU
US TR IL Zokinvy 75mg	73	Ea.	CNCPZ	11/30/2025	McKesson	US Zokinvy Commercial for use anywhere that accepts the US SKU
DE Zokinvy 50mg	49	Ea.	CMXTG	11/30/2024	Sciensus	DE Zokinvy Commercial for use anywhere that accepts the DE SKU
DE Zokinvy 75mg	6	Ea.	CMXTH	11/30/2024	Sciensus	DE Zokinvy Commercial for use anywhere that accepts the DE SKU
DE Zokinvy 50mg	120	Ea.	CSFCY	1/31/2027	Sciensus	DE Zokinvy Commercial for use anywhere that accepts the DE SKU
DE Zokinvy 75mg	120	Ea.	CSFCZ	1/31/2027	Sciensus	DE Zokinvy Commercial for use anywhere that accepts the DE SKU
FR Zokinvy 50mg	120	Ea.	CSDWX	1/31/2027	Sciensus	FR Zokinvy Commercial for use anywhere that accepts the FR SKU
FR Zokinvy 75mg	120	Ea.	CSDXB	1/31/2027	Sciensus	FR Zokinvy Commercial for use anywhere that accepts the FR SKU
UK Zokinvy 50mg	120	Ea.	CSFDB	1/31/2027	Patheon	UK Zokinvy Commercial for use anywhere that accepts the UK SKU
UK Zokinvy 75mg	120	Ea.	CSFDC	1/31/2027	Patheon	UK Zokinvy Commercial for use anywhere that accepts the UK SKU
US Zokinvy 50mg Non-Rev	26	Ea.	CNCPY	11/30/2025	Clinigen	US Zokinvy Commercial for use anywhere that accepts the US SKU
US Zokinvy 50mg Non-Rev	6	Ea.	CGGVC	9/30/2024	Clinigen	US Zokinvy Commercial for use anywhere that accepts the US SKU
US Zokinvy 50mg Non-Rev	150	Ea.	CKFDZ	11/30/2025	Clinigen	US Zokinvy Commercial for use anywhere that accepts the US SKU
US Zokinvy 75mg Non-Rev	147	Ea.	CHSMY	9/30/2024	Clinigen	US Zokinvy Commercial for use anywhere that accepts the US SKU
US Zokinvy 75mg Non-Rev	35	Ea.	CGGVD	9/30/2024	Clinigen	US Zokinvy Commercial for use anywhere that accepts the US SKU

RAW MATERIALS

LONAFARNIB SDD	29.1	Kg	00-0120	Retest	Patheon	US Only
LONAFARNIB SDD	54.9	Kg	00-0332	Retest	Patheon	Global
UK Zokinvy 50mg	120	Ea.	CSFDB	1/31/2027	Patheon	UK Zokinvy Obselete but usable for Transpo Studies
UK Zokinvy 75mg	120	Ea.	CSFDC	1/31/2027	Patheon	UK Zokinvy Obselete but usable for Transpo Studies
YGK BP1515-LT	91.6	Kg	203002	Retest	Corden	US Only
YGK BP1515-LT	120.0	Kg	203003	Retest	Corden	US Only
YGK BP1515-LT	84.3	Kg	222004	Retest	Corden	Global
YGK BP1515-LT	118.8	Kg	228005	Retest	Corden	Global
GLS BP1515-JJ	18.8	Kg	11693	Retest	Corden	Global
GLS BP1515-JJ	9.9	Kg	GLS-J-20210201	Retest	Corden	Global
GLS BP1515-JJ	59.9	Kg	GLS-J-20210201	Retest	Corden	Global
GLS BP1515-JJ	300	Kg	GLS-J-20221201	10/27/2024	Corden	Global
BP1515-WA Stage 1	0.6	Kg	BO2210B22B	Retest	Corden	Global
BP1515-Y Stage 2	46.6	Kg	BO2210B023	Retest	Corden	Global
Lonafarnib API	17.9	Kg	BO2011B901	Retest	Lonza Bend	US Only
Lonafarnib API	43.1	Kg	BO2210B024	2/28/2026	Lonza Bend	Global

Schedule 3.3(b)

Storage Agreements

See Schedule 3.3(a) for locations of transferred materials.

- Master Services Agreement with Clinigen Healthcare Ltd dated April 26, 2018
- Master Services Agreement with Fisher Clinical Services, Inc. dated May 6, 2016 (Retained Agreement per Schedule 3.7)
- Master Manufacturing Services Agreement with Patheon, Inc. dated January 9, 2020 (Retained Agreement per Schedule 3.7)