



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 30, 2024


United States Bankruptcy Judge

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

<p>In re:</p> <p>EIGER BIOPHARMACEUTICALS, INC., <i>et al.</i>¹</p> <p>Debtors.</p>	<p>Chapter 11</p> <p>Case No. 24-80040 (SGJ)</p> <p>(Jointly Administered)</p>
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**ORDER (I) SCHEDULING
A COMBINED DISCLOSURE STATEMENT
APPROVAL AND PLAN CONFIRMATION HEARING;
(II) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT,
(III) ESTABLISHING OBJECTION DEADLINES AND RELATED PROCEDURES;
(IV) APPROVING THE NOTICE MATERIALS; AND (V) GRANTING RELATED RELIEF**

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.



Upon the motion (“Motion”)² of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), for entry of an order (a) scheduling a combined Disclosure Statement approval and Plan confirmation hearing; (b) conditionally approving the Disclosure Statement; (c) establishing a Plan and Disclosure Statement Objection Deadline and related procedures; (d) approving the Combined Notice; and (e) granting related relief, each as more fully set forth in the Motion; and upon consideration of the First Day Declarations; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors’ estates, their creditors and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Combined Hearing, at which the Court will consider, among other things, final approval of the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on **September 5, 2024 at 9:30 a.m. prevailing Central Time.**

2. The Disclosure Statement is conditionally approved as containing adequate information in accordance with section 1125 of the Bankruptcy Code and is subject to final

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion.

approval of the Court at the Combined Hearing. Use of the Disclosure Statement to inform the Holders of Claims and Interests of the contents of the Plan is approved.

3. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

4. Any objection to the adequacy of the Disclosure Statement or confirmation of the Plan must be filed on or before **August 30, 2024 at 4:00 p.m. prevailing Central Time**.

5. Any objection to (i) the Debtors' classification of a Holder's Claim or Interest as unimpaired or (ii) approval of the Disclosure Statement or confirmation of the Plan must:

- a. be in writing;
- b. comply with the Bankruptcy Rules and the Bankruptcy Local Rules;
- c. state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity;
- d. state with particularity the legal and factual basis for such objections and, if practicable, a proposed modification to the Plan that would resolve the objections; and
- e. be filed with this Court with proof of service thereof and served upon the Objection Notice Parties so as to be actually received on or before the Plan Objection Deadline.

6. Any objections not satisfying the requirements of this Order shall not be considered and shall be overruled.

7. The form of the Combined Notice, substantially in the form attached hereto as **Exhibit 1**; the Combined Hearing Publication Notice, substantially in the form attached hereto as **Exhibit 2**; and the Non-Voting Package, including the Notice of Non-Voting Status and Release Opt-Out Forms, substantially in the form attached hereto as **Exhibit 3**; and the service of the

foregoing comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and are approved.

8. The Debtors are authorized to serve the Combined Notice and Non-Voting Packages to all Holders of Claims in Classes 1, 2, 3, and 5 as of the Notice Record Date.

9. The solicitation procedures substantially in the form attached hereto as **Exhibit 4** (the “Solicitation Procedures”), including the procedures used for tabulation of votes to accept or reject the Plan as provided by the Ballots (defined below), satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations, and are approved.

10. The ballots substantially in the form attached hereto as **Exhibit 5** (the “Ballots”) are approved.

11. The packages of materials to be sent to Holders of Class 4 Claims and Holders of Class 6 Interests (the “Solicitation Packages”) shall include the Disclosure Statement (including the Plan and other exhibits thereto), the Solicitation Procedures, and the appropriate Ballot.³ The Solicitation Packages provide the Holders of Claims or Interests entitled to vote to accept or reject the Plan with adequate information to make informed decisions with respect to voting to accept or reject the Plan in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. Service of the Combined Notice and the Solicitation Packages to Holders of Claims

³ Holders of Class 4 Claims will receive a Solicitation Package containing a Ballot substantially in the form attached to the Order as **Exhibit 5A**. Holders of registered Interests in Class 6 who hold such Interests directly will receive a Solicitation Package containing a Ballot substantially in the form attached to the Order as **Exhibit 5B**. Beneficial Holders of Interests in Class 6 will receive a Solicitation Package from their depositories, brokers, dealers, commercial banks, trust companies, or other nominees or agents and mailing agents (collectively, the “Nominees”), which Solicitation Package will contain the *Beneficial Holder Ballot*, substantially in the form attached to the Order as **Exhibit 5C**. Nominees will be provided with a sufficient number of Solicitation Packages (including Beneficial Holder Ballots) for each Beneficial Holder represented by the Nominee as of the Voting Record Date, as well as a *Master Ballot*, substantially in the form attached to the Order as **Exhibit 5D**, for use by the Nominees to tabulate votes submitted on Beneficial Holder Ballots by Beneficial Holders.

in Classes 4 and Holders of Interests in Class 6 as of the Voting Record Date shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

12. The Notice and Claims Agent is authorized to accept Ballots and Release Opt-Out Forms via electronic online transmission through an online balloting portal on the Debtors' case website (the "E-Ballot Portal") as set forth in the applicable Ballots and Release Opt-Out Form. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot or Release Opt-Out Form submitted in this manner, and the electronic signatures of any Holders of Claims and Interests, or Nominees (as applicable), will be deemed to be immediately legally valid and effective. Ballots and Release Opt-Out Forms submitted via E-Ballot shall be deemed to contain an original signature.

13. The Debtors are authorized to extend the Voting Deadline in their discretion without further order of the Court.

14. The Confirmation Schedule is approved (subject to modification as necessary) as follows:

Event	Date
Notice Record Date and Voting Record Date	July 22, 2024
Disclosure Statement Hearing	July 29, 2024 at 9:30 a.m. prevailing Central Time
Notice Date and Solicitation Commencement Date	Within three (3) business days following entry of the Order
Deadline for Debtors' Filing Plan Supplement	August 16, 2024 at 4:00 p.m. prevailing Central Time
Deadline for Debtors' Filing Brief in Support of Confirmation	August 28, 2024 at 4:00 p.m. prevailing Central Time
Voting Deadline	August 30, 2024 at 4:00 p.m. prevailing Central Time
Plan Objection Deadline	August 30, 2024 at 4:00 p.m. prevailing Central Time
Release Opt-Out Deadline	August 30, 2024 at 4:00 p.m. prevailing Central Time
Combined Hearing	September 5, 2024 at 9:30 a.m. prevailing Central Time

15. The Debtors are authorized to enter into transactions to cause the Combined Hearing Publication Notice to be published in *The New York Times (National Edition)* and the *San Francisco Chronicle* within five (5) business days following entry of this Order, or as soon as reasonably practicable thereafter, and to make reasonable payments required for such publication. The Publication Notices are deemed to be sufficient and appropriate under the circumstance.

16. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, the Plan, the Combined Notice, the Combined Hearing Publication Notice, the Non-Voting Packages, the Solicitation Packages, and any related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any materials in the Non-Voting Packages or the Solicitation Packages before distribution.

17. The Debtors reserve the right to modify the Plan in accordance with the terms thereof, without further order of the Court in accordance with the procedures set forth in the Plan.

18. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Combined Hearing, the Plan Objection Deadline, and the procedures for objection to the adequacy of the Disclosure Statement or confirmation of the Plan, and no other or further notice shall be necessary.

19. The Debtors are not required to mail a copy of the Plan or the Disclosure Statement to Holders of Claims or Interests that are unimpaired under, and conclusively deemed to accept, the Plan.

20. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Notice Record Date.

21. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

22. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

23. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

24. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

25. The Court retains jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Submitted By:

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*Attorneys for the Debtors and Debtors in
Possession*

Exhibit 1

Combined Notice

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**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)

**NOTICE OF (I) COMBINED
HEARING ON THE AMENDED DISCLOSURE
STATEMENT AND CONFIRMATION OF THE AMENDED
JOINT PLAN, AND (II) NOTICE OF OBJECTION AND OPT OUT RIGHTS**

On July 29, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) the *Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 455] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Plan”) and the *Amended Disclosure Statement for Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 456] (as such may be modified, amended, or supplemented from time to time

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.

hereafter, including all exhibits and supplements thereto, the “Disclosure Statement”) pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the “Bankruptcy Code”). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors’ counsel at the address specified below and are on file with the Clerk of the Court, 1100 Commerce Street, Dallas, Texas 75242, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at <https://www.pacer.gov> (account required) or, free of charge, on the Debtors’ restructuring website at <https://www.veritaglobal.net/Eiger>.²

A hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the “Combined Hearing”) will be held before the Honorable Judge Jernigan, United States Bankruptcy Judge, in Courtroom 1 of the United States Bankruptcy Court, 1100 Commerce Street, Dallas, Texas 75242, on **September 5, 2024 at 9:30 a.m. prevailing Central Time**, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

Please be advised that you may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court’s dial-in facility. You may access the facility at **(650) 479-3207**. The access code is **2304 154 2638**. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Jernigan’s home page, <https://us-courts.webex.com/meet/jerniga>. The meeting code is **2304 154 2638**. Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

Please be advised: the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors **without further notice** other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on all parties entitled to notice.

Notice Record Date. The notice record date is **July 22, 2024**, which is the record date for determining which Holders of Claims are entitled to receive Non-Voting Packages under the Plan.

Voting Record Date. The voting record date is **July 22, 2024**, which is the record date for determining which Holders of Claims or Interests are entitled to receive Solicitation Packages under the Plan.

² Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

Critical Information Regarding Release Opt-Out Options and Objecting to the Plan

Article IX of the Plan contains release, exculpation, and injunction provisions, and **Article IX.B** contains a **Third Party Release**. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

All Holders of Claims or Interests that do not (a) elect to opt out of the Third Party Release contained in Article IX.B of the Plan; or (b) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third Party Releases contained in Article IX.B of the Plan that is not resolved before confirmation will be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the Third Party Release and discharge of all Claims and Causes of Action against the Debtors and the Released Parties. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

Article IX.A of the Plan contains the following Debtor Releases:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, effective on the Effective Date, each Released Party is hereby deemed to be hereby released and discharged by the Debtors and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any causes of action, directly or derivatively, by, through, for, or because of the foregoing Entities on behalf of the Debtors, from any and all derivative Claims and Causes of Action asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, and

the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan. Notwithstanding anything to the contrary in the foregoing, the releases under this section only release Claims held by the Debtors or Claims that could be asserted by the Debtors under applicable law.

Article IX.B of the Plan contains the following Third Party Releases:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Releasing Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to

implement the Plan or any Claim or obligation arising under the Plan.

Article IX.C of the Plan contains the following Exculpations:

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from any Cause of Action for any claim related to any act or omission taking place between the Petition Date and the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Cases, the Disclosure Statement, the Plan, the Sale Transactions, or any aspect of the Liquidation Transaction, including any contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the Sale Transactions, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.D of the Plan contains the following Injunction:

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) were purchased and released by a Purchaser in connection with the Sale Transactions; (4) are subject to exculpation pursuant to the Plan; or (5) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any Claims, Interests, Causes of Action, or liabilities that have been compromised or settled against any of the Debtors or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Plan Administrator, the Liquidating Trustee, the Released Parties, or Exculpated Parties (as applicable): (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff or subrogation

of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or Interests released or settled pursuant to the Plan.

Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan by the Debtors, the Plan Administrator, the Liquidating Trustee and their respective affiliates, employees, advisors, officers and directors, or agents.

Article I of the Plan contains the following definitions:

"Exculpated Parties" means collectively, (1) the Debtors and the Wind-Down Debtors, (2) any Statutory Committee and each of its members, (3) the Debtors' Professionals, including Sidley Austin LLP, SSG Advisors, LLC, Alvarez & Marsal North America, LLC, Neligan LLP, and Verita Global f/k/a Kurtzman Carson Consultants, LLC, (4) the Professionals of any Statutory Committee, and (5) any directors and officers of the Debtors as of the Petition Date.

"Liquidation" means the liquidation of the Debtors through the Liquidation Transactions in accordance with the terms of this Plan.

"Liquidation Transactions" means the transactions described in Article IV of the Plan.

"Related Party" means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

"Released Party" means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of

the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

“Releasing Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

Plan Objection Deadline. The deadline for filing objections to final approval of the Disclosure Statement and confirmation of the Plan is **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of Texas, and any orders of the Court; (c) state, with particularity, the legal and factual bases and nature of any objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

Debtors	Counsel to the Debtors
<p>Eiger BioPharmaceuticals Inc. 2100 Ross Avenue Dallas, Texas 75201</p> <p>Attn: Douglas Staut Chief Restructuring Officer Email: dstaut@alvarezandmarsal.com</p>	<p>Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Facsimile: (212) 839-5599</p> <p>Attn: William E. Curtin Anne G. Wallice Email: wcurtin@sidley.com anne.wallice@sidley.com</p>
United States Trustee	
<p>Office of the United States Trustee 1100 Commerce Street, Room 976 Dallas, Texas 75242 Attn: Elizabeth A. Young Email: elizabeth.a.young@usdoj.gov</p>	
Proposed Counsel to the Official Committee of Unsecured Creditors	
<p>Munsch Hardt Kopf & Harr, P.C. 500 N. Akard Street, Suite 4000 Dallas, TX 75201 Telephone: (713) 485-7300 Facsimile (713) 485-7344</p> <p>Attn: Davor Rukavina Thomas Berghman Garrick Smith</p> <p>Email: drukavina@munsch.com tberghman@munsch.com gsmith@munsch.com</p>	<p>Meland Budwick, P.A. 3200 Southeast Financial Center 200 South Biscayne Blvd. Miami, Florida 33131 Telephone: (305) 358-6363</p> <p>Attn: Michael S. Budwick Daniel N. Gonzalez Meaghan E. Murphy Shira A. Baratz</p> <p>Email: mbudwick@melanbudwick.com dgonzalez@melanbudwick.com mmurphy@melanbudwick.com sbaratz@melanbudwick.com</p>
Proposed Counsel to the Official Equity Security Holders' Committee	
<p>Porzio, Bromberg, & Newman, P.C. 100 Southgate Parkway P.O. Box 1997 Morristown, NJ 07962 Telephone: (973) 538-4006</p> <p>Attn: Warren J. Martin Jr. Rachel A. Parisi David E. Sklar</p> <p>Email: WJMartin@pbnlaw.com RParisi@pbnlaw.com DEsklar@pbnlaw.com</p>	<p>McKool Smith, PC 600 Travis Street, Suite 7000 Houston, Texas 77002 Telephone: (713) 485-7300 Facsimile (713) 485-7344</p> <p>Attn: John J. Sparacino, Esq.</p> <p>Email: jsparacino@mckoolsmith.com</p>

Assumption or Rejection of Executory Contracts. Under the terms of Article V of the Plan, on the Effective Date, except as otherwise provided therein (which exclusion includes the Indemnification Obligations, the D&O Liability Insurance Policies, and the Employment Agreements), all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, listed on the Schedule of Assumed Executory Contracts and Unexpired Leases if any (which shall be included in the Plan Supplement), or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those Executory Contracts or Unexpired Leases that are the subject of a motion to assume that is pending on the Confirmation Date. **Claims for rejection damages must be filed in accordance with the provisions of Article V of the Plan.**

Additional Information

Obtaining Plan Materials. If you would like to obtain a copy of the Disclosure Statement Order, the Plan and Disclosure Statement, the Notice of Non-Voting Packages, or related documents, such materials are available free of charge by: (i) accessing the Debtors' restructuring website at <https://www.veritaglobal.net/Eiger>; (ii) writing to Eiger Ballot Processing, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245; (iii) calling (888) 733-1544 (toll free) or (310) 751-2638 (international); or (iv) submitting an inquiry to the Notice and Claims Agent at <https://www.veritaglobal.net/Eiger/inquiry>. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at <https://www.pacer.gov>.

Binding Nature of the Plan:

If confirmed, the Plan shall bind all Holders of Claims and Interests to the maximum extent permitted by applicable law, whether or not such Holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in the Chapter 11 Cases or failed to vote to accept or reject the Plan or voted to reject the Plan.

Dated: [●], 2024
Dallas, Texas

SIDLEY AUSTIN LLP

/s/ [DRAFT]

Thomas R. Califano (TX Bar No. 24122825)
William E. Curtin (admitted *pro hac vice*)
Anne G. Wallace (admitted *pro hac vice*)
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Email: tom.califano@sidley.com
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and

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

Attorneys for the Debtors and Debtors in Possession

Exhibit 2

Combined Hearing Publication Notice

**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)

**NOTICE OF (I) COMBINED
HEARING ON THE AMENDED DISCLOSURE
STATEMENT AND CONFIRMATION OF THE AMENDED JOINT
PLAN, AND (II) NOTICE OF OBJECTION AND OPT OUT RIGHTS**

On July 29, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) the *Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 455] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Plan”) and the *Amended Disclosure Statement for Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 456] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Disclosure Statement”) pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the “Bankruptcy Code”). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors’ counsel at the address specified below and are on file with the Clerk of the Court, 1100 Commerce Street, Dallas, Texas 75242, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at <https://www.pacer.gov> (account required) or, free of charge, on the Debtors’ restructuring website at <https://www.veritaglobal.net/Eiger>.²

A hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the “Combined Hearing”) will be held before the Honorable Judge Jernigan, United States

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 have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

Bankruptcy Judge, in Courtroom 1 of the United States Bankruptcy Court, 1100 Commerce Street, Dallas, Texas 75242, on **September 5, 2024 at 9:30 a.m. prevailing Central Time**, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

Please be advised that you may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at **(650) 479-3207**. The access code is **2304 154 2638**. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Jernigan's home page, <https://us-courts.webex.com/meet/jerniga>. The meeting code is **2304 154 2638**. Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

CRITICAL INFORMATION REGARDING THE PLAN

Notice Record Date. The notice record date is **July 22, 2024**, which is the record date for determining which Holders of Claims are entitled to receive Non-Voting Packages under the Plan.

Voting Record Date. The voting record date is **July 22, 2024**, which is the record date for determining which Holders of Claims or Interests are entitled to receive Solicitation Packages under the Plan.

Plan Objection Deadline. Objections (each, a "**Plan Objection**"), if any, to the Plan or the Disclosure Statement must: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of Texas, and any orders of the Court; (c) state, with particularity, the legal and factual bases and nature of any objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the "**Plan Objection Deadline**):

Debtors	Counsel to the Debtors
<p>Eiger BioPharmaceuticals Inc. 2100 Ross Avenue Dallas, Texas 75201</p> <p>Attn: Douglas Staut Chief Restructuring Officer Email: dstaut@alvarezandmarsal.com</p>	<p>Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Facsimile: (212) 839-5599</p> <p>Attn: William E. Curtin Anne G. Wallice Email: wcurtin@sidley.com anne.wallice@sidley.com</p>
United States Trustee	
<p>Office of the United States Trustee 1100 Commerce Street, Room 976 Dallas, Texas 75242 Attn: Elizabeth A. Young Email: elizabeth.a.young@usdoj.gov</p>	
Proposed Counsel to the Official Committee of Unsecured Creditors	
<p>Munsch Hardt Kopf & Harr, P.C. 500 N. Akard Street, Suite 4000 Dallas, TX 75201 Telephone: (713) 485-7300 Facsimile (713) 485-7344</p> <p>Attn: Davor Rukavina Thomas Berghman Garrick Smith</p> <p>Email: drukavina@munsch.com tberghman@munsch.com gsmith@munsch.com</p>	<p>Meland Budwick, P.A. 3200 Southeast Financial Center 200 South Biscayne Blvd. Miami, Florida 33131 Telephone: (305) 358-6363</p> <p>Attn: Michael S. Budwick Daniel N. Gonzalez Meaghan E. Murphy Shira A. Baratz</p> <p>Email: mbudwick@melanbudwick.com dgonzalez@melanbudwick.com mmurphy@melanbudwick.com sbaratz@melanbudwick.com</p>
Proposed Counsel to the Official Equity Security Holders' Committee	
<p>Porzio, Bromberg, & Newman, P.C. 100 Southgate Parkway P.O. Box 1997 Morristown, NJ 07962 Telephone: (973) 538-4006</p> <p>Attn: Warren J. Martin Jr. Rachel A. Parisi David E. Sklar</p> <p>Email: WJMartin@pbnlaw.com RParisi@pbnlaw.com DEsklar@pbnlaw.com</p>	<p>McKool Smith, PC 600 Travis Street, Suite 7000 Houston, Texas 77002 Telephone: (713) 485-7300 Facsimile (713) 485-7344</p> <p>Attn: John J. Sparacino, Esq.</p> <p>Email: jsparacino@mckoolsmith.com</p>

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE IX OF THE PLAN CONTAINS RELEASE, INJUNCTION, AND RELATED PROVISIONS, AND ARTICLE IX.B CONTAINS A THIRD PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (A) ELECT TO OPT OUT OF THE THIRD PARTY RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN; OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE THIRD PARTY RELEASES CONTAINED IN ARTICLE IX.B OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE THIRD PARTY RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Article IX.B of the Plan contains the following Third Party Release:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Releasing Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases,

the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan.

Article I of the Plan contains the following definitions:

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

“Released Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

“Releasing Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE IX OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

Exhibit 3

Non-Voting Package

Exhibit 3A

Notice of Non-Voting Status

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
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Email: tom.califano@sidley.com
wcurtin@sidley.com
anne.wallice@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

*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.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF
UNIMPAIRED CLAIMS CONCLUSIVELY DEEMED TO ACCEPT THE PLAN**

On July [●], 2024, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) conditionally approving the debtors’ and debtors’ in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) *Amended Disclosure Statement for Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 456] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Disclosure Statement”) as containing “adequate information pursuant to section 1125 of the Bankruptcy Code; (b) approving the notice and objection procedures for the Debtors’ *Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 455] (as such may be modified, amended, or supplemented from time to time

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.

hereafter, including all exhibits and supplements thereto, the “Plan”), and (c) granting related relief.²

Because of the nature and treatment of your Claim under the Plan, **you are not entitled to vote on the Plan**. Specifically, under the terms of the Plan, as a Holder of a Claim (as currently asserted against the Debtors) that is not Impaired and conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are **not** entitled to vote on the Plan.

The hearing at which the Bankruptcy Court will consider both final approval of the Disclosure Statement and confirmation of the Plan (the “Combined Hearing”) will commence on **September 5, 2024 at 9:30 a.m. prevailing Central Time**, before the Honorable Judge Jernigan, United States Bankruptcy Judge, in Courtroom 1 of the United States Bankruptcy Court, 1100 Commerce Street, Dallas, Texas 75242.

Please be advised that you may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court’s dial-in facility. You may access the facility at **(650) 479-3207**. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Jernigan’s home page, <https://us-courts.webex.com/meet/jerniga>. The meeting code is **2304 154 2638**. Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

The deadline for filing objections to final approval of the Disclosure Statement and confirmation of the Plan is **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the “Plan Objection Deadline”). Any objection to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of Texas, and any orders of the Court; (c) state, with particularity, the legal and factual bases and nature of any objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court on or before the Plan Objection Deadline.

If you would like to obtain a copy of the Disclosure Statement Order, the Plan and Disclosure Statement, or related documents, such materials are available free of charge by: (i) accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/eiger>; (ii) writing to Eiger Ballot Processing, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245; (iii) calling (888) 733-1544 (toll free) or (310) 751-2638 (international); or (iv) submitting an inquiry to the Notice and Claims Agent at

² Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

<https://www.veritaglobal.net/Eiger/inquiry>. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at <https://www.pacer.gov> (a PACER account is required).

Important Information Regarding the Third Party Release and Opt-Out Rights.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX.B CONTAINS A THIRD PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE THIRD PARTY RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN USING THE ENCLOSED RELEASE OPT-OUT FORM OR BY FILING AN OBJECTION TO THE THIRD PARTY RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN ON OR BEFORE THE RELEASE OPT-OUT DEADLINE WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION RELEASED THEREUNDER AGAINST THE DEBTORS AND OTHER RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY.

Dated: [●], 2024
Dallas, Texas

SIDLEY AUSTIN LLP

/s/ [DRAFT]

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

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

*Attorneys for the Debtors and Debtors in
Possession*

Exhibit 3B

Release Opt-Out Form

RELEASE OPT-OUT FORM

You are receiving this release opt out form (the “Release Opt-Out Form”) because you are or may be a Holder of a Claim that is not entitled to vote on the *Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”). Except as otherwise set forth in the definition of Releasing Party in the Plan, Holders of Claims and Interests are deemed to grant the Third Party Release set forth in Article IX.B (the “Third Party Release”), unless a Holder (a) affirmatively opts out of the Third Party Release by completing and returning this Release Opt-Out Form in accordance with the directions herein or (b) files an objection to the Third Party Release that is not resolved before confirmation of the Plan on or before **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the “Release Opt-Out Deadline”).

If you believe you are a Holder of a Claim or Interest with respect to the Debtors and choose to opt out of the Third-Party Release set forth in Article IX.B of the Plan, please promptly complete, sign, and date this Release Opt-Out Form and return it via first class mail, overnight courier, the Notice and Claim Agent’s online Opt-Out Upload Portal, or hand delivery to Kurtzman Carson Consultants, LLC dba Verita Global (“Verita” or the “Notice and Claims Agent”) at the address set forth below. Holders are strongly encouraged to submit any Release Opt-Out Form through the Notice and Claim Agent’s online Opt-Out Upload Portal. Parties that submit their Release Opt-Out Form using the Opt-Out Upload Portal should **NOT** also submit a paper Release Opt-Out Form.

THIS RELEASE OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY THE NOTICE AND CLAIM AGENT BY THE RELEASE OPT-OUT DEADLINE. IF THE RELEASE OPT-OUT FORM IS RECEIVED AFTER THE RELEASE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED.

Item 1. Important Information Regarding the Third Party Release and Opt-Out Rights.

Article IX.B of the Plan contains the following Third Party Release:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Releasing Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the Debtors’ in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions,

or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan.

Article I of the Plan contains the following definitions:

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

“Released Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

“Releasing Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each

Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

AS A HOLDER OF A CLAIM AGAINST THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD PARTY RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN, AS SET FORTH ABOVE, AND EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENT TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION RELEASED THEREUNDER AGAINST THE DEBTORS AND OTHER RELEASED PARTIES.

YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN ONLY IF (A) YOU CHECK THE BOX BELOW AND SUBMIT THE RELEASE OPT-OUT FORM BY THE RELEASE OPT-OUT DEADLINE OR (B) YOU FILE AN OBJECTION TO THE THIRD PARTY RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN PRIOR TO THE PLAN OBJECTION DEADLINE AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

BY OPTING OUT OF THE RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.B OF THE PLAN TO THE EXTENT YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

RELEASE OPT-OUT ELECTION. YOU MAY ELECT TO OPT OUT OF THE THIRD PARTY RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN BY CHECKING THE BOX BELOW:

OPT OUT of the Third Party Release set forth in Article IX.B of the Plan

Item 2. Certifications.

By signing this Release Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that, as of the July 22, 2024, either: (i) the undersigned is the Holder of a Claim; or (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of a Claim;
- b. that the Holder has received a copy of the *Notice of Non-Voting Status to Holder Conclusively Deemed to Accept the Plan* and that this Release Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same election with respect to all Claims in a single Class; and
- d. that no other Release Opt-Out Form has been submitted with respect to the Holder's Claims, or, if any other Release Opt-Out Forms have been submitted with respect to such Claims, such Release Opt-Out Forms are hereby revoked.

Name of Holder: _____ (Print or Type)
Signature: _____
Name of Signatory: _____ (If other than Holder)
Title: _____
Address: _____
Telephone Number: _____
Email: _____
Date Completed: _____

IF YOU HAVE MADE THE RELEASE ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW:

<p style="text-align: center;">First Class Mail:</p> <p style="text-align: center;">Eiger Ballot Processing Center c/o KCC dba Verita 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>

If by overnight courier or hand delivery:

Eiger Ballot Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

By electronic, online submission:

Please visit <https://www.veritaglobal.net/Eiger> and follow the directions to submit your Release Opt-Out Form.

You will need the following Unique ID# and PIN to access and submit your electronic Release Opt-Out Form:

Unique ID#: _____

PIN: _____

If you choose to submit your Release Opt-Out Form online via Verita's upload portal, you should not also return a hard copy of your Release Opt-Out Form.

Verita's upload portal is the sole manner in which this Release Opt-Out Form will be accepted via electronic or online transmission. Release Opt-Out Forms submitted by facsimile or email will not be counted.

THE RELEASE OPT-OUT DEADLINE IS ON AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME. THE NOTICE AND CLAIM AGENT MUST ACTUALLY RECEIVE YOUR OPT-OUT ELECTION ON OR BEFORE THE RELEASE OPT-OUT DEADLINE.

Exhibit 4

Solicitation Procedures

**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)

SOLICITATION PROCEDURES

On [●], 2024, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *Amended Joint Plan of Liquidation of Eiger BioPharmaceuticals, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 455] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Plan”); (b) conditionally approving the *Amended Disclosure Statement for Joint Plan of Liquidation of Eiger BioPharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 456] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Disclosure Statement”)² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the Solicitation Packages (as defined below); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

A. The Voting Record Date.

The Bankruptcy Court has approved **July 22, 2024**, as the record date for purposes of determining which Holders of Claims and Interests in each of Class 4 and Class 6 (the “Voting Classes”) are entitled to vote on the Plan (the “Voting Record Date”).

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 otherwise defined herein shall have the same meaning as set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

B. The Voting Deadline.

The Bankruptcy Court has approved **August 30, 2024, at 4:00 p.m.** prevailing Central Time as the voting deadline (the “Voting Deadline”) for the Plan. The Debtors may extend the Voting Deadline by agreement without further order of the Bankruptcy Court. To be counted as votes to accept or reject the Plan, all ballots (“Ballots”) must be properly executed, completed, and delivered to the Notice and Claims Agent (as defined below) as directed on the applicable Ballot.

C. Form, Content, and Manner of Notices.

1. The Solicitation Package.

The following materials shall constitute the solicitation package (the “Solicitation Package”):

- (a) the Disclosure Statement (including the Plan and all other exhibits thereto);
- (b) a copy of these solicitation procedures (the “Solicitation Procedures”);
- (c) an appropriate form of Ballot attached to the Disclosure Statement Order as **Exhibit 5**, together with detailed voting instructions and a pre-addressed, postage pre-paid return envelope;³ and
- (d) any additional documents that the Bankruptcy Court has ordered to be made available.

2. Distribution of the Solicitation Package.

The Solicitation Package shall provide the Disclosure Statement (including the Plan and all other exhibits thereto) and the Disclosure Statement Order (without exhibits, except for the Solicitation Procedures) in electronic format (*i.e.*, as PDFs on a USB flash drive or through the restructuring information website at <https://veritaglobal.net/Eiger>), and all other contents of the Solicitation Package, including Ballots, shall be provided in paper format. Any party that receives the materials in electronic format but would prefer paper format may contact Kurtzman Carson Consultants, LLC dba Verita Global (“Verita” or the “Notice and Claims Agent”) by: (a) accessing the Debtors’ restructuring website at <https://veritaglobal.net/Eiger>; (b) writing to Eiger Ballot Processing Center, c/o Kurtzman Carson Consultants, LLC, dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; (c) calling (888) 733-1544 (U.S. and Canada toll free) or (310) 751-2638 (international); or (d) submitting an inquiry via online form at <https://www.veritaglobal.net/Eiger/inquiry>. Additionally, the Plan and Disclosure Statement and

³ Additionally, service of the Solicitation Packages to Beneficial Holders of the Class 6 Existing Equity Interests by the Nominees (as defined below) may be performed electronically, or otherwise in their customary practice, in which case they may not contain pre-addressed stamped return envelopes.

the Disclosure Statement Order (including exhibits) are also available for a fee via PACER at <https://www.pacer.gov/> (a PACER account is required).

On or before the date that is three (3) business days after entry of the Disclosure Statement Order (or as soon as reasonably practicable thereafter) (the “Solicitation Commencement Date”), the Debtors shall mail, or cause to be mailed, the Combined Notice and the Solicitation Package to (a) all Holders of Claims and Interests in the Voting Classes who are entitled to vote, as described in Section D below, and (b) any Holder who would otherwise be entitled to vote in accordance with Section D below. In addition, the Debtors shall serve, or cause to be served, by hardcopy mail or by electronic mail the Combined Notice containing all of the materials in the Solicitation Package (excluding the Ballot) in electronic format on the U.S. Trustee and all parties entitled to receive notice under Bankruptcy Rule 2002.

For purposes of serving the Solicitation Packages and Non-Voting Packages, the Debtors may rely on the address information for the Voting Classes and non-Voting Classes as compiled, updated, and maintained by the Notice and Claims Agent as of the Voting Record Date. The Debtors and the Notice and Claims Agent are not required to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including Ballots) or Non-Voting Packages.

To avoid duplication and reduce expenses, the Debtors will make every reasonable effort to ensure that any Holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against that Debtor.

3. Resolution of Disputed Claims for Voting Purposes; Resolution Event.

- (a) If a Claim in a voting Class is subject to an objection that is filed with the Bankruptcy Court on or prior to seven (7) days before the Voting Deadline: (i) the Debtors shall cause the applicable Holder to be served with a notice of such objection; and (ii) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such Claim unless a Resolution Event (as defined herein) occurs as provided herein.
- (b) If a Claim in a Voting Class is subject to an objection that is filed with the Bankruptcy Court less than seven (7) days prior to the Voting Deadline, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the Holder of such Claim and without further order of the Bankruptcy Court, unless the Bankruptcy Court orders otherwise.
- (c) A “Resolution Event” means the occurrence of one or more of the following events no later than two (2) Business Days prior to the Voting Deadline:
 - i. an order of the Bankruptcy Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;

- ii. an order of the Bankruptcy Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
 - iii. a stipulation or other agreement is executed between the Holder of such Claim and the Debtors resolving the objection and allowing such Claim, which allowance may be for voting purposes only, in an agreed-upon amount and such agreement (or notice of such agreement) is conveyed by the Debtors to the Notice and Claims Agent by electronic mail or otherwise; or
 - iv. the pending objection is voluntarily withdrawn by the objecting party.
- (d) No later than one (1) Business Day following the occurrence of a Resolution Event, the Debtors shall cause the Notice and Claims Agent to distribute via email or overnight mail a Solicitation Package and a pre-addressed, postage pre-paid envelope to the relevant Holder to the extent such Holder has not already received a Solicitation Package.

4. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Accept the Plan.

Certain Holders of Claims and Interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code, or who are not entitled to vote because they are unimpaired or otherwise deemed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only the Non-Voting Package, including the Notice of Non-Voting Status and Release Opt-Out Forms, substantially in the form attached as **Exhibit 3** to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Non-Voting Packages.

D. Voting and Tabulation Procedures.

1. Holders of Claims and Interests Entitled to Vote.

Only the following Holders of Claims and Interests in the Voting Classes shall be entitled to vote with regard to such Claims and Interests:

- (a) Holders of Claims and Interests in Classes 4 and 6;
- (b) Holders of Claims that are listed in the Schedules in Class 4; *provided* that Claims that are scheduled as contingent, unliquidated, or disputed for which no Proof of Claim was timely filed by the Voting Record Date shall not be allowed to vote; and
- (c) Holders of Claims who, on or before the Bar Date, have timely filed a Proof of Claim establishing that they hold a Claim in Class 4 that (i) has not been expunged, disallowed, disqualified, withdrawn, satisfied or superseded prior to the Voting Record Date; and (ii) is not the subject of a pending objection, other

than a “reduce and allow” objection, filed with the Bankruptcy Court at least seven (7) days prior to the Bar Date, pending a Resolution Event as provided herein; *provided* that a Holder of a Claim that is the subject of a pending objection on a “reduce and allow” basis shall receive a Solicitation Package and be entitled to vote such Claim in the reduced amount contained in such objection absent a further order of the Bankruptcy Court.

2. Master Ballot Voting and Tabulation Procedures

In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to Beneficial Holders of Class 6 Existing Equity Interest who hold their positions through a depository, broker, commercial bank, trust company, or other nominee or agent and mailing agent (each of the forgoing, a “Nominee”):

- (a) The Notice and Claims Agent shall distribute or cause to be distributed to each such Nominee (i) the number of Solicitation Packages sufficient to be distributed to each Beneficial Holder represented by such Nominee as of the Voting Record Date, which will contain Ballots for each such Beneficial Holder (each, a “Beneficial Holder Ballot”), and (ii) a master ballot (the “Master Ballot”);
- (b) each Nominee shall immediately, and in any event within five (5) business days after its receipt of the Solicitation Packages, commence the solicitation of votes from its Beneficial Holder clients;
- (c) each Nominee shall compile and validate the votes and other relevant information of all its Beneficial Holders on the Master Ballot and transmit the Master Ballot to the Notice and Claims Agent on or before the Voting Deadline;
- (d) Nominees that submit Master Ballots must keep the original Beneficial Holder Ballots or other communications used by their Beneficial Holders to transmit their votes for a period of one (1) year after the Effective Date of the Plan;
- (e) the Notice and Claims Agent will not count votes of Beneficial Holders unless and until they are included on a valid and timely submitted Master Ballot;
- (f) if a Beneficial Holder holds interests through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder must vote consistently and execute a separate Beneficial Holder Ballot for interests positions that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;
- (g) votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of the securities held by such Nominee as of the Voting Record Date;

- (h) if conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Notice and Claims Agent will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report (as defined below), the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in Class 6 Existing Equity Interest; and
- (i) a single Nominee may complete and deliver to the Notice and Claims Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots submitted by a single Nominee are inconsistent, the latest valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee, (i) the latest Beneficial Holder Ballot received before the submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Holder Ballot submitted by the Beneficial Holders, and (ii) the Nominee shall complete the Master Ballot accordingly.

3. Establishing Claim Amounts for Voting Purposes.

Each Holder of a Claim shall be entitled to vote the amount of its Claim as determined in accordance with the following procedures; *provided* that the Claim amounts determined in accordance with such procedures shall control for voting purposes only and shall not constitute the Allowed amount of any Claim; *provided, further*, that any Claim amount shown on a Holder’s Ballot by the Debtors through the Notice and Claims Agent, as applicable, is not binding for purposes of allowance and distribution. In tabulating votes, the amount of the Claim associated with each Holder’s vote shall be equal to one of the following:

- (a) the Claim amount (i) settled or agreed upon by the Debtors and, if material, in consultation with any Statutory Committee appointed in these cases, as reflected in a document filed with the Bankruptcy Court, (ii) set forth in an order of the Bankruptcy Court, or (iii) set forth in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court; or
- (b) the Claim amount Allowed (temporarily or otherwise) pursuant to a Resolution Event; or
- (c) the Claim amount contained in a Proof of Claim that has been timely filed by the applicable Bar Date (or deemed timely filed by the Bankruptcy Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date; *provided, however*, that any Ballot cast by a Holder of a Claim who timely files a Proof of Claim in respect of a (i) contingent Claim or a Claim in a wholly-unliquidated or unknown amount (based on a reasonable review by the Debtors and/or the Notice and Claims

Agent) that is not the subject of a pending objection will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and (ii) a partially liquidated and partially unliquidated Claim, which Claim will be Allowed for voting purposes only in the liquidated amount; *provided, further, however*, that to the extent that any Claim amount contained in a Proof of Claim is different from the Claim amount set forth in a document filed with the Bankruptcy Court referenced in subparagraph (a) above, the Claim amount in the document filed with the Bankruptcy Court shall supersede the Claim amount set forth on the respective Proof of Claim for voting purposes; or

- (d) in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes;
- (e) *provided* that the Claim amount contained in a Proof of Claim that has been timely filed by the applicable Bar Date (or deemed timely filed by the Bankruptcy Court under applicable law) that is asserted in currency other than U.S. Dollars shall be automatically deemed converted to the equivalent U.S. Dollar value using the conversion rate for the applicable currency at prevailing market prices as of 11:59 p.m. UTC on the Petition Date. Such conversion shall be for voting tabulation purposes only and shall not be binding for any other purpose on the Debtors, including, without limitation, for purposes of allowance of, and distribution with respect to, Claims under the Plan;
- (f) *provided, further*, that Holders of Claims for which Proofs of Claim were filed for \$0.00 or for which no value is asserted are not entitled to vote;
- (g) *provided, further*, that Claims that have been paid, scheduled to be paid in the ordinary course, or otherwise satisfied are disallowed for voting purposes;
- (h) *provided, further*, that Holders will not be entitled to vote with respect to Claims to the extent such Claims have been superseded or amended by other Claims filed by or on behalf of such Holders, regardless of whether the Debtors have objected to the earlier filed Claim;
- (i) *provided, further*, that to the extent a Proof of Claim is filed that is based solely on a Holder's equity Interests or the losses related thereto, such Holder will be classified as a Class 6 Holder and such Claim will be treated in accordance with Class 6;
- (j) *provided, further*, that for purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in one of the Voting Classes will be aggregated as if that Holder held one claim in such Voting Class, and the votes related to such Holder's Claims will be treated as a single vote to accept or reject the Plan; *provided* that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated

and will not be treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan;

- (k) *provided, further*, that to the extent a Holder of a Claim files a Proof of Claim during the solicitation period that amends or supersedes a Claim for which a Solicitation Package was previously distributed to the same Holder, the Debtors are not obligated to cause the Notice and Claims Agent to distribute an additional Solicitation Package to such Holder; and
- (l) *provided, further*, that notwithstanding anything to the contrary contained herein, any Holder who has filed or purchased duplicate Claims within the same Voting Class shall, to the extent possible, be provided with only one Solicitation Package (including one Ballot) for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims.

4. Voting and Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or the Bankruptcy Local Rules for the Northern District of Texas:

- (a) except as otherwise provided in the Solicitation Procedures, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline (as the same may be extended by the Debtors), the votes or elections transmitted in such Ballot may be counted only in the discretion of the Debtors in connection with confirmation of the Plan;
- (b) the Debtors will file with the Bankruptcy Court no later than two (2) days prior to the Combined Hearing, a voting report (the "Voting Report"). The Voting Report shall, among other things, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile, or damaged ("Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each Irregular Ballot;
- (c) the method of delivery of Ballots to be sent to the Notice and Claims Agent is at the election and risk of each Holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Notice and Claims Agent actually receives the properly executed Ballot;
- (d) an executed Ballot is required to be submitted by the Entity submitting such Ballot. Delivery of a Ballot to the Notice and Claims Agent by facsimile, electronic email (with the exception of Class 6 Existing Equity Interest Master

Ballots, which may be submitted via email), or any electronic means other than the Notice and Claims Agent's E-Ballot Portal will not be valid;

- (e) no Ballot should be sent to the Debtors, the Debtors' agents (other than the Notice and Claims Agent), or to the Debtors' financial or legal advisors, and if so sent will not be counted;
- (f) if multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot;
- (g) Holders must vote all of their Claims or Interests within a particular Class either to accept or reject the Plan and may not split any votes. A Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims or Interests within the same Class, the applicable Debtor may, in its discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes;
- (h) Holders of Claims or Interests that may be asserted against multiple Debtors must vote such Claims or Interests either to accept or reject the Plan at each such Debtor and may not vote any such Claims or Interests to accept at one Debtor and reject at another Debtor. A Ballot that rejects the Plan for a Claim or Interest at one Debtor and accepts the Plan for the same Claim or Interest at another Debtor will not be counted;
- (i) a person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims or Interests must indicate such capacity when signing and if requested by the Notice and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence of its authority to act;
- (j) the Debtors, subject to a contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report or a supplemental voting report, as applicable;
- (k) neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;
- (l) unless waived or as ordered by the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;

- (m) in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept or reject the Plan cast with respect to that Claim or Interest will be counted for purposes of determining whether the Plan has been accepted or rejected;
- (n) subject to any order of the Bankruptcy Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report and subject to final determination by the Bankruptcy Court;
- (o) if a Claim has been estimated or a Claim has otherwise been Allowed only for voting purposes by order of the Bankruptcy Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;
- (p) if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;
- (q) the following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim or Interest; (ii) any Ballot cast by any Entity that does not hold a Claim or Interest in a Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed by the Voting Record Date; (iv) any Ballot received after the Voting Deadline unless the Debtors have granted an extension in writing (including email) with respect to such Ballot; (v) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, a Ballot cast via the E-Ballot Portal will be deemed to contain an original signature); (vi) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vii) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein;
- (r) after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors or an order of the Bankruptcy Court;
- (s) the Debtors are authorized to enter into stipulations with the Holder of any Claim agreeing to the amount of a Claim for voting purposes; and
- (t) where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim will be (i) treated as a single Holder for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code (and for the other solicitation and voting procedures set forth

herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (i) a Ballot, (ii) a group of Ballots within a Voting Class received from a single Holder, or (iii) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots shall not be counted.

E. Amendments to the Plan and Solicitation and Voting Procedures

The Debtors reserve the right to make non-substantive or immaterial changes to the Disclosure Statement, Plan, Ballots, Combined Notice, Combined Hearing Publication Notice, Non-Voting Package, including the Notice of Non-Voting Status and Release Opt-Out Forms, the Solicitation Packages, and related documents without further order of the Bankruptcy Court, including, without limitation, changes to correct typographical and grammatical errors, if any, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package before their distribution.

Exhibit 5

Ballots

Exhibit 5A

Class 4 Ballot

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*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.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**BALLOT FOR VOTING TO
ACCEPT OR REJECT THE AMENDED JOINT PLAN
OF EIGER BIOPHARMACEUTICALS, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

HOLDERS OF CLASS 4 GENERAL UNSECURED CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE NOTICE AND CLAIMS AGENT BY AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME (THE “VOTING DEADLINE”). IF THIS BALLOT IS NOT PROPERLY COMPLETED, EXECUTED, AND RECEIVED BY THE NOTICE AND

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.

CLAIMS AGENT ON OR BEFORE THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.

YOU CAN OBTAIN COPIES IN PAPER FORMAT OF ANY SOLICITATION MATERIALS (A) FREE OF CHARGE BY (I) ACCESSING THE DEBTORS' RESTRUCTURING WEBSITE AT [HTTPS://WWW.VERITAGLOBAL.NET/EIGER](https://www.veritaglobal.net/eiger); (II) WRITING TO EIGER BALLOT PROCESSING CENTER, C/O KCC DBA VERITA, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245; (III) CALLING (888) 733-1544 (TOLL FREE) OR (310) 751-2638 (INTERNATIONAL) AND REQUESTING TO SPEAK WITH A MEMBER OF THE SOLICITATION GROUP; OR (IV) SUBMITTING AN INQUIRY VIA ONLINE FORM AT: [HTTPS://WWW.VERITAGLOBAL.NET/EIGER/INQUIRY](https://www.veritaglobal.net/eiger/inquiry); OR (B) FOR A FEE VIA PACER AT [HTTPS://WWW.PACER.GOV](https://www.pacer.gov).

Eiger Biopharmaceuticals Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 case (collectively, the "Debtors"), are soliciting votes with respect to the *Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 455] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Plan"). The United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") has conditionally approved that certain *Amended Disclosure Statement for Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 456] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [●], 2024 [Docket No. [●]] (the "Disclosure Statement Order").² Bankruptcy Court approval of the Disclosure Statement on a conditional basis does not indicate approval of the Plan by the Bankruptcy Court.

You are receiving this Class 4 Ballot because you are a Holder of a Class 4 Claim as of July 22, 2024 (the "Voting Record Date"). Under the terms of the Plan, Holders of Class 4 Claims are entitled to vote to accept or reject the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot by **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the "Voting Deadline").

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX.B CONTAINS A THIRD-PARTY RELEASE. INCLUDED IN ITEM 3 OF THIS CLASS 4 BALLOT IS A RELEASE OPT-OUT RELATED TO THE THIRD-PARTY RELEASE BY HOLDERS OF CLAIMS OR

² Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

INTERESTS SET FORTH IN ARTICLE IX.B OF THE PLAN. YOU ARE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE UNLESS YOU (A)(I) CHECK THE RELEASE OPT-OUT BOX OF THIS BALLOT; (II) COMPLETE THE CERTIFICATION IN ITEM 4 OF THIS BALLOT; AND (III) RETURN THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED NO LATER THAN THE VOTING DEADLINE, OR (B) TIMELY FILE AN OBJECTION TO THE THIRD-PARTY RELEASE. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Your rights are further described in the Plan and Disclosure Statement and related materials, which were included in the package (the “Solicitation Package”) you are receiving with this Class 4 Ballot. If you would like paper copies of the Plan and Disclosure Statement and other Solicitation Materials, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants, LLC dba Verita Global (“Verita” or the “Notice and Claims Agent”) by: (i) accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/Eiger>; (ii) writing to Eiger Ballot Processing, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245; (iii) calling (888) 733-1544 (toll free) or (310) 751-2638 (international); or (iv) submitting an inquiry via online form at: <https://www.veritaglobal.net/Eiger/inquiry>; or (b) for a fee via PACER at <https://www.pacer.gov>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Third-Party Release, and making certain certifications with respect to the Plan. If you believe you have received this Class 4 Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Notice and Claims Agent immediately at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 4 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote. **THE DEBTORS AND THE NOTICE AND CLAIMS AGENT ARE NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.**

PLEASE SUBMIT YOUR BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

Via Paper Ballot. Complete, sign, and date this Ballot and return it (with an original signature) promptly in the envelope provided or:

If by First Class mail:
Eiger Ballot Processing
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If by overnight courier or hand delivery:
Eiger Ballot Processing
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300

OR

Via E-Ballot Portal. Submit your Ballot electronically (an “E-Ballot”) via the Notice and Claims Agent’s online portal by visiting <https://www.veritaglobal.net/Eiger> (the “E-Ballot Portal”) and click on the “Submit E-Ballot” section of the website and follow the instructions to submit your E-Ballot.

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted.

Holders who cast a Ballot through the E-Ballot Portal should NOT also submit a paper Ballot.

**IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO
RETRIEVE YOUR CUSTOMIZED E-BALLOT.**

UNIQUE ID#: _____

PIN#: _____

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 4 Claim(s) in the following aggregate unpaid principal amount:

Voting Class	Description	Amount
Class 4	General Unsecured Claims	[\$●]

Item 2. Vote on Plan.

The Holder of the Class 4 Claim set forth in Item 1 votes to (please check only one box):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. Important information regarding the Third Party Release and Opt Out Rights.

IF YOU ARE A “RELEASED PARTY” OR YOU VOTE TO ACCEPT THE PLAN AND DO NOT OTHERWISE OPT-OUT, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

The Holder of the Class 4 Claim against the Debtors set forth in Item 1 elects to: <input type="checkbox"/> OPT OUT of the Third Party Release set forth in Article IX.B of the Plan
--

Article IX.B of the Plan contains the following Third Party Release:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Releasing Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or

operation thereof), the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan.

Article I of the Plan contains the following definitions:

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

“Released Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

“Releasing Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the

Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

Item 4. Certifications

By Signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 4 Claims (General Unsecured Claims) being voted or (b) an authorized signatory such Holder;

2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

3. that it has cast the same vote with respect to all Class 4 Claims (General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

4. that no other Ballots with respect to the amount of the Class 4 Claim (General Unsecured Claims) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such Ballots dated earlier are hereby revoked;

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 4 Claims (General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Class 4 Claims (General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

7. that it understands that, if it casts a vote to accept the Plan and does not complete the Release Opt-Out in Item 3, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall be a "Releasing Party" under the Plan (unless such Holder is already a "Releasing Party" by virtue of being a "Released Party");

8. that it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept

or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. that it acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____ (Print or Type)
Signature: _____
Name of Signatory: ³ _____ (If other than Holder)
Title: _____
Address: _____ _____ _____
Telephone Number: _____
Email: _____
Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN ACCORDANCE WITH ONE OF THE APPROVED SUBMISSION METHODS DESCRIBED ABOVE. YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE,

³ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship

**WHICH IS AUGUST 30, 2024 AT 4:00 P.M. PREVAILING
CENTRAL TIME.**

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT BY AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

Instructions for Completing Ballots

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THE BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in total dollar amount and more than one-half in number of Claims or Interests that actually vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. To ensure your Ballot is counted, you **must** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. If you believe you have received the wrong Ballot, you should contact the Notice and Claims Agent immediately at the address, telephone number, or email address set forth below.

5. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

6. Your Ballot **must** be returned to the Notice and Claims Agent so as to be actually received by the Notice and Claims Agent on or before the Voting Deadline. The Voting Deadline is **August 30, 2024 at 4:00 p.m. prevailing Central Time.**

7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtor. Additionally, the following Ballots will not be counted:

- a. any Ballot that partially rejects and partially accepts the Plan;

- b. Ballots sent to the Debtors, the Debtors' agents (other than the Notice and Claims Agent), or to the Debtors' financial or legal advisors, and if so sent will not be counted;
- c. any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
- d. Ballots sent by electronic mail or facsimile;
- e. any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in Class 4 (General Unsecured Claims);
- f. any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
- g. any unsigned Ballot;
- h. any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed original); and/or
- i. any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept the Plan.

8. The method of delivery of Ballots to the Notice and Claims Agent is at the election and risk of each Holder of a Class 4 Claim (General Unsecured Claims). Except as otherwise provided herein, such delivery will be deemed made only when the Notice and Claims Agent actually receives the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

9. If multiple Ballots are received from the same Holder of a Class 4 Claim (General Unsecured Claims) with respect to the same Class 4 Claim prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.

10. You must vote all of your Class 4 Claims (General Unsecured Claims) either to accept or reject the Plan and may not split your vote.

11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Notice and Claims Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT:

**U.S. TOLL FREE: (888) 733-1544
INTERNATIONAL: (310) 751-2638
ONLINE: SUBMIT AN INQUIRY VIA ONLINE FORM AT
[HTTPS://WWW.VERITAGLOBAL.NET/EIGER/INQUIRY](https://www.veritaglobal.net/eiger/inquiry)**

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTOR.

Exhibit 5B

Class 6 (Registered Holder Ballot)

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*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.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**REGISTERED HOLDER BALLOT FOR VOTING TO
ACCEPT OR REJECT THE AMENDED JOINT PLAN
OF EIGER BIOPHARMACEUTICALS, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**REGISTERED HOLDERS OF CLASS 6 EXISTING EQUITY INTERESTS SHOULD
READ THIS ENTIRE BALLOT BEFORE COMPLETING.**

**FOR YOUR VOTE TO BE COUNTED, THIS REGISTERED HOLDER BALLOT MUST
BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY
RECEIVED BY THE NOTICE AND CLAIMS AGENT BY AUGUST 30, 2024 AT 4:00
P.M. PREVAILING CENTRAL TIME (THE “VOTING DEADLINE”). IF THIS
REGISTERED HOLDER BALLOT IS NOT PROPERLY COMPLETED, EXECUTED,**

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.

AND RECEIVED BY THE NOTICE AND CLAIMS AGENT ON OR BEFORE THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS REGISTERED HOLDER BALLOT WILL NOT BE COUNTED.

YOU CAN OBTAIN COPIES IN PAPER FORMAT OF ANY SOLICITATION MATERIALS (A) FREE OF CHARGE BY (I) ACCESSING THE DEBTORS' RESTRUCTURING WEBSITE AT [HTTPS://WWW.VERITAGLOBAL.NET/EIGER](https://www.veritaglobal.net/eiger); (II) WRITING TO EIGER BALLOT PROCESSING CENTER, C/O KCC DBA VERITA, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245; (III) CALLING (888) 733-1544 (TOLL FREE) OR (310) 751-2638 (INTERNATIONAL) AND REQUESTING TO SPEAK WITH A MEMBER OF THE SOLICITATION GROUP; OR (IV) SUBMITTING AN INQUIRY VIA ONLINE FORM AT: [HTTPS://WWW.VERITAGLOBAL.NET/EIGER/INQUIRY](https://www.veritaglobal.net/eiger/inquiry); OR (B) FOR A FEE VIA PACER AT [HTTPS://WWW.PACER.GOV](https://www.pacer.gov).

Eiger Biopharmaceuticals Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 case (collectively, the “Debtors”), are soliciting votes with respect to the *Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 455] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Plan”). The United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) has conditionally approved that certain *Amended Disclosure Statement for Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 456] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Disclosure Statement”) as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [●], 2024 [Docket No. [●]] (the “Disclosure Statement Order”).² Bankruptcy Court approval of the Disclosure Statement on a conditional basis does not indicate approval of the Plan by the Bankruptcy Court.

You are receiving this Class 6 Registered Holder Ballot (this “Registered Holder Ballot”) because you have been identified as a Holder of Existing Equity Interests in Class 6 as of July 22, 2024 (the “Voting Record Date”). Under the terms of the Plan, Holders of Class 6 Interests are entitled to vote to accept or reject the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Registered Holder Ballot by **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the “Voting Deadline”).

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX.B CONTAINS A THIRD-PARTY

² Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

RELEASE. INCLUDED IN ITEM 3 OF THIS CLASS 6 REGISTERED HOLDER BALLOT IS A RELEASE OPT-OUT RELATED TO THE THIRD-PARTY RELEASE BY HOLDERS OF CLAIMS OR INTERESTS SET FORTH IN ARTICLE IX.B OF THE PLAN. YOU ARE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE UNLESS YOU (A)(I) CHECK THE RELEASE OPT-OUT BOX OF THIS BALLOT; (II) COMPLETE THE CERTIFICATION IN ITEM 4 OF THIS BALLOT; AND (III) RETURN THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED NO LATER THAN THE VOTING DEADLINE, OR (B) TIMELY FILE AN OBJECTION TO THE THIRD-PARTY RELEASE. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Your rights are further described in the Plan and Disclosure Statement and related materials, which were included in the package (the “Solicitation Package”) you are receiving with this Registered Holder Ballot. If you would like paper copies of the Plan and Disclosure Statement and other Solicitation Materials, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants, LLC dba Verita Global (“Verita” or the “Notice and Claims Agent”) by: (i) accessing the Debtors’ restructuring website at <https://veritaglobal.net/Eiger>; (ii) writing to Eiger Ballot Processing, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245; (iii) calling (888) 733-1544 (toll free) or (310) 751-2638 (international); or (iv) submitting an inquiry via online form at: <https://www.veritaglobal.net/Eiger/inquiry>; or (b) for a fee via PACER at <https://www.pacer.gov>.

This Registered Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Third-Party Release, and making certain certifications with respect to the Plan. If you believe you have received this Registered Holder Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Notice and Claims Agent immediately at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 6 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote. **THE DEBTORS AND THE NOTICE AND CLAIMS AGENT ARE NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.**

PLEASE SUBMIT YOUR REGISTERED HOLDER BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

Via Paper Ballot. Complete, sign, and date this Registered Holder Ballot and return it (with an original signature) promptly in the envelope provided or:

If by First Class mail:
Eiger Ballot Processing
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If by overnight courier or hand delivery:
Eiger Ballot Processing
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300

OR

Via E-Ballot Portal. Submit your Registered Holder Ballot electronically (an “E-Ballot”) via the Notice and Claims Agent’s online portal by visiting <https://eballot.veritaglobal.net/Eiger> (the “E-Ballot Portal”) and click on the “Submit E-Ballot” section of the website and follow the instructions to submit your E-Ballot.

The E-Ballot Portal is the sole manner in which Registered Holder Ballots will be accepted via electronic or online transmission. Registered Holder Ballots submitted by facsimile or email will not be counted.

Registered Holders who cast a Registered Holders Ballot through the E-Ballot Portal should NOT also submit a paper Registered Holders Ballot.

IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE YOUR CUSTOMIZED E-BALLOT.

UNIQUE ID#: _____

PIN#: _____

Item 1. Registered Holder of Existing Equity Interests.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Registered Holder of the Existing Equity Interests indicated below.

Voting Class	Description	Number of Shares Held as of the Voting Record Date
Class 6	Existing Equity Interests	_____

Item 2. Vote on Plan.

The Holder of the Class 6 Interest set forth in Item 1 votes to (please check only one box):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. Important information regarding the Third Party Release and Opt Out Rights.

IF YOU ARE A “RELEASED PARTY” OR YOU VOTE TO ACCEPT THE PLAN AND DO NOT OTHERWISE OPT-OUT, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

The Holder of the Class 6 Interest against the Debtors set forth in Item 1 elects to: <input type="checkbox"/> OPT OUT of the Third Party Release set forth in Article IX.B of the Plan

Article IX.B of the Plan contains the following Third Party Release:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Releasing Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf

of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan.

Article I of the Plan contains the following definitions:

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

“Released Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

“Releasing Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

Item 4. Certifications

By Signing this Registered Holder Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

1. that as of the Voting Record Date, the undersigned is either: (a) the registered Holder of the Class 6 Interest (Existing Equity Interests) being voted on or (b) an authorized signatory of such registered Holder;
2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that it has cast the same vote with respect to all Class 6 Interests (Existing Equity Interests) held by it or the Registered Holder on whose behalf it is submitting this Registered Holder Ballot, as applicable;
4. that no other Registered Holder Ballots with respect to the amount of the Class 6 Interest (Existing Equity Interests) identified in Item 1 have been cast or, if any other Registered Holder Ballots have been cast with respect to such Interests, then any such Registered Holder Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 6 Interests (Existing Equity Interests) held by it or the registered Holder on whose behalf it is submitting this Registered Holder Ballot, as applicable;
6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Class 6 Interests (Existing Equity Interests) held by it or the registered Holder on whose behalf it is submitting this Registered Holder Ballot, as applicable;
7. that it understands that, if it casts a vote to accept the Plan and does not complete the Release Opt-Out in Item 3, it or the Registered Holder on whose behalf it is submitting this

Registered Holder Ballot, as applicable, shall be a “Releasing Party” under the Plan (unless such Registered Holder is already a “Releasing Party” by virtue of being a “Released Party”);

8. that it acknowledges and understands that (a) if no Holders of Interests eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Interests in such Class and (b) any Class of Interests that does not have a Holder of an Allowed Interest or an Interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. that it acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____ (Print or Type)
Signature: _____
Name of Signatory: ¹ _____ (If other than Holder)
Title: _____
Address: _____ _____ _____
Telephone Number: _____
Email: _____
Date Completed: _____

¹ If you are completing this Registered Holder Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PLEASE COMPLETE, SIGN, AND DATE THE REGISTERED HOLDER BALLOT AND RETURN IT PROMPTLY IN ACCORDANCE WITH ONE OF THE APPROVED SUBMISSION METHODS DESCRIBED ABOVE. YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME.

IF THE NOTICE AND CLAIMS AGENT DOES NOT *ACTUALLY RECEIVE THIS REGISTERED HOLDER BALLOT BY AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS REGISTERED HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.*

Instructions for Completing This Registered Holder Ballot

1. The Debtors are soliciting the votes of Holders of Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THE REGISTERED HOLDER BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in total dollar amount and more than one-half in number of Claims or Interests that actually vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. To ensure your Registered Holder Ballot is counted, you **must** complete and submit this Registered Holder Ballot as instructed herein. **Registered Holder Ballots will not be accepted by electronic mail or facsimile.**

4. If you believe you have received the wrong Ballot, you should contact the Notice and Claims Agent immediately at the address, telephone number, or email address set forth below.

5. **Use of Registered Holder Ballot.** To ensure that your Registered Holder Ballot is counted, you must: (a) complete your Registered Holder Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Registered Holder Ballot; and (c) clearly sign and submit your Registered Holder Ballot as instructed herein.

6. Your Registered Holder Ballot **must** be returned to the Notice and Claims Agent so as to be actually received by the Notice and Claims Agent on or before the Voting Deadline. The Voting Deadline is **August 30, 2024 at 4:00 p.m. prevailing Central Time.**

7. If a Registered Holder Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtor. Additionally, the following Registered Holder Ballots will not be counted:

- a. any Registered Holder Ballot that partially rejects and partially accepts the Plan;
- b. Registered Holder Ballots sent to the Debtors, the Debtors' agents (other than the Notice and Claims Agent), or to the Debtors' financial or legal advisors, and if so sent will not be counted;
- c. any Registered Holder Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
- d. Registered Holder Ballots sent by electronic mail or facsimile;
- e. any Registered Holder Ballot cast by a person who does not hold, or represent a person that holds, an Interest in Class 6 (Existing Equity Interests);
- f. any Registered Holder Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
- g. any unsigned Registered Holder Ballot;
- h. any non-original Registered Holder Ballot (for the avoidance of doubt, Registered Holder Ballots validly submitted through the E-Ballot Portal will be deemed original); and/or
- i. any Registered Holder Ballot not marked to accept or reject the Plan or any Registered Holder Ballot marked both to accept the Plan.

8. The method of delivery of Registered Holder Ballots to the Notice and Claims Agent is at the election and risk of each Holder of a Class 6 Interest (Existing Equity Interests). Except as otherwise provided herein, such delivery will be deemed made only when the Notice and Claims Agent actually receives the originally executed Registered Holder Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

9. If multiple Registered Holder Ballots are received from the same Holder of a Class 6 Interest (Existing Equity) with respect to the same Class 6 Interest prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Registered Holder Ballots.

10. You must vote all of your Class 6 Interests (Existing Equity Interests) either to accept or reject the Plan and may not split your vote.

11. This Registered Holder Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. Please be sure to sign and date your Registered Holder Ballot. If you are signing a Registered Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Notice and Claims Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Registered Holder Ballot.

IF YOU HAVE ANY QUESTIONS REGARDING THIS REGISTERED HOLDER BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT:

**U.S. TOLL FREE: (888) 733-1544
INTERNATIONAL: (310) 751-2638
ONLINE: SUBMIT AN INQUIRY VIA ONLINE FORM AT
[HTTPS://WWW.VERITAGLOBAL.NET/EIGER/INQUIRY](https://www.veritaglobal.net/eiger/inquiry)**

PLEASE SUBMIT YOUR REGISTERED HOLDER BALLOT PROMPTLY

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS REGISTERED HOLDER BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTOR.

Exhibit 5C

Class 6 (Beneficial Holder Ballot)

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
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SIDLEY AUSTIN LLP
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2021 McKinney Avenue, Suite 2000
Dallas, Texas 75201
Telephone: (214) 981-3300
Facsimile: (214) 981-3400
Email: cpersons@sidley.com

*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.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**BENEFICIAL HOLDER BALLOT FOR VOTING TO
ACCEPT OR REJECT THE AMENDED JOINT PLAN
OF EIGER BIOPHARMACEUTICALS, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**BENEFICIAL HOLDERS OF CLASS 6 EXISTING EQUITY INTERESTS SHOULD
READ THIS ENTIRE BALLOT BEFORE COMPLETING.**

**FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE DIRECTIONS OF
YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO
RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT,
WHICH MASTER BALLOT MUST BE RETURNED SO THAT IT IS ACTUALLY
RECEIVED BY THE NOTICE AND CLAIMS AGENT BY AUGUST 30, 2024**

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.

AT 4:00 P.M. PREVAILING CENTRAL TIME (THE “VOTING DEADLINE”). IF THIS BALLOT IS NOT PROPERLY COMPLETED, EXECUTED, AND RECEIVED BY THE NOTICE AND CLAIMS AGENT ON OR BEFORE THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.

YOU CAN OBTAIN COPIES IN PAPER FORMAT OF ANY SOLICITATION MATERIALS (A) FREE OF CHARGE BY (I) ACCESSING THE DEBTORS’ RESTRUCTURING WEBSITE AT [HTTPS://WWW.VERITAGLOBAL.NET/EIGER](https://www.veritaglobal.net/eiger); (II) WRITING TO EIGER BALLOT PROCESSING CENTER, C/O KCC DBA VERITA, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245; (III) CALLING (888) 733-1544 (TOLL FREE) OR (310) 751-2638 (INTERNATIONAL) AND REQUESTING TO SPEAK WITH A MEMBER OF THE SOLICITATION GROUP; OR (IV) SUBMITTING AN INQUIRY VIA ONLINE FORM AT: [HTTPS://WWW.VERITAGLOBAL.NET/EIGER/INQUIRY](https://www.veritaglobal.net/eiger/inquiry); OR (B) FOR A FEE VIA PACER AT [HTTPS://WWW.PACER.GOV](https://www.pacer.gov).

Eiger Biopharmaceuticals Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 case (collectively, the “Debtors”), are soliciting votes with respect to the *Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 455] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Plan”). The United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) has conditionally approved that certain *Amended Disclosure Statement for Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 456] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the “Disclosure Statement”) as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on July [●], 2024 [Docket No. [●]] (the “Disclosure Statement Order”).² Bankruptcy Court approval of the Disclosure Statement on a conditional basis does not indicate approval of the Plan by the Bankruptcy Court.

You are receiving this Class 6 Beneficial Holder Ballot because you Have been identified as a Beneficial Holder of Existing Equity Interests in Class 6 as of July 22, 2024 (the “Voting Record Date”). Under the terms of the Plan, Holders of Class 6 Interests are entitled to vote to accept or reject the Plan.

You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the “Master Ballot”) on behalf of the Beneficial Holder.

² Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Beneficial Holder Ballot to your Nominee in sufficient time for your Nominee to include your vote on a Master Ballot that must be *actually received* by the Notice and Claims Agent no later than **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the “**Voting Deadline**”). Please allow for sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX.B CONTAINS A THIRD-PARTY RELEASE. INCLUDED IN ITEM 3 OF THIS BENEFICIAL HOLDER BALLOT IS A RELEASE OPT-OUT RELATED TO THE THIRD-PARTY RELEASE BY HOLDERS OF CLAIMS OR INTERESTS SET FORTH IN ARTICLE IX.B OF THE PLAN. YOU ARE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE UNLESS YOU (A)(I) CHECK THE RELEASE OPT-OUT BOX OF THIS BALLOT; (II) COMPLETE THE CERTIFICATION IN ITEM 4 OF THIS BENEFICIAL HOLDER BALLOT; AND (III) RETURN THIS BALLOT TO YOUR NOMINEE IN SUFFICIENT TIME FOR YOUR NOMINEE TO INCLUDE YOUR VOTE ON A MASTER BALLOT THAT IS ACTUALLY RECEIVED NO LATER THAN THE VOTING DEADLINE, OR (B) TIMELY FILE AN OBJECTION TO THE THIRD-PARTY RELEASE. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE IX.B OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Your rights are further described in the Plan and Disclosure Statement and related materials, which were included in the package (the “Solicitation Package”) you are receiving with this Beneficial Holder Ballot. If you would like paper copies of the Plan and Disclosure Statement and other Solicitation Materials, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants, LLC dba Verita Global (“Verita” or the “Notice and Claims Agent”) by: (i) accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/Eiger>; (ii) writing to Eiger Ballot Processing, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245; (iii) calling (888) 733-1544 (toll free) or (310) 751-2638 (international); or (iv) submitting an inquiry via online form at: <https://www.veritaglobal.net/Eiger/inquiry>; or (b) for a fee via PACER at <https://www.pacer.gov>.

This Beneficial Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Third-Party Release, and making certain certifications with respect to the Plan. If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Notice and Claims Agent immediately at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 6 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote. **THE DEBTORS AND THE NOTICE AND CLAIMS AGENT ARE NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.**

Item 1. Beneficial Holder of Existing Equity Interests.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Beneficial Holder of Existing Equity Interests indicated below.

Voting Class	Description	Number of Shares Held as of the Voting Record Date
Class 6	Existing Equity Interests	_____

Item 2. Vote on Plan.

The Holder of the Class 6 Interest set forth in Item 1 votes to (please check only one box):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan <input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan

Item 3. Important information regarding the Third Party Release and Opt Out Rights.

IF YOU ARE A “RELEASED PARTY” OR YOU VOTE TO ACCEPT THE PLAN AND DO NOT OTHERWISE OPT-OUT, YOU SHALL BE A “RELEASING PARTY” UNDER THE PLAN, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

The Holder of the Class 6 Interest against the Debtors set forth in Item 1 elects to: <input type="checkbox"/> OPT OUT of the Third Party Release set forth in Article IX.B of the Plan

Article IX.B of the Plan contains the following Third Party Release:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Releasing Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole

or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan.

Article I of the Plan contains the following definitions:

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

“Released Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

“Releasing Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to

accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

Item 4. Certifications

By signing this Beneficial Holder Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

1. that as of the Voting Record Date, the undersigned is either: (a) the Beneficial Holder of the Class 6 Interest (Existing Equity Interests) being voted on or (b) an authorized signatory of such Beneficial Holder;

2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

3. that it has cast the same vote with respect to all Class 6 Interests (Existing Equity Interests) held by it or the Beneficial Holder on whose behalf it is submitting this Ballot, as applicable;

4. that no other Beneficial Holder Ballots with respect to the amount of the Class 6 Interest (Existing Equity Interests) identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Interests, then any such Beneficial Holder Ballots dated earlier are hereby revoked;

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 6 Interests (Existing Equity Interests) held by it or the Beneficial Holder on whose behalf it is submitting this Beneficial Holder Ballot, as applicable;

6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Class 6 Interests (Existing Equity Interests) held by it or the Beneficial Holder on whose behalf it is submitting this Beneficial Holder Ballot, as applicable;

7. that it understands that, if it casts a vote to accept the Plan and does not complete the Release Opt-Out in Item 3, it or the Beneficial Holder on whose behalf it is submitting this Beneficial Holder Ballot, as applicable, shall be a “Releasing Party” under the Plan (unless such Beneficial Holder is already a “Releasing Party” by virtue of being a “Released Party”);

8. that it acknowledges and understands that (a) if no Holders of Interests eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Interests in such Class and (b) any Class of Interests that does not have a Holder of an Allowed Interest or an Interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. that it acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____ (Print or Type)
Signature: _____
Name of Signatory: ³ _____ (If other than Holder)
Title: _____
Address: _____ _____ _____
Telephone Number: _____
Email: _____
Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS
BENEFICIAL HOLDER BALLOT AND RETURN IT**

³ If you are completing this Beneficial Holder Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

THE MASTER BALLOT SUBMITTED ON YOUR BEHALF WHICH REFLECTS YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE DEBTORS' NOTICE AND CLAIMS AGENT ON OR BEFORE AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME.

Instructions for Completing This Beneficial Holder Ballot

1. The Debtors are soliciting the votes of Holders of Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in total dollar amount and more than one-half in number of Claims or Interests that actually vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Notice and Claims Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete this Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan by checking one of the boxes provided in Item 2 of this Beneficial Holder Ballot; (c) if you vote against the Plan or abstain from voting, indicate your decision whether to opt-in to the release in the box provided in Item 3 of this Beneficial Holder Ballot; and (d) sign and return this Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Notice and Claims Agent is **August 30, 2024 at 4:00 p.m. prevailing Central Time.** Your completed Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Notice and Claims Agent on or before the Voting Deadline.

4. If you believe you have received the wrong Ballot, you should contact the Notice and Claims Agent immediately at the address, telephone number, or email address set forth below.

5. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents or the Debtors' financial or legal advisors, and if so sent will not be counted.

6. If a Beneficial Holder Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtor. Additionally, the following Beneficial Holder Ballots will not be counted:

- a. any Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
- b. Beneficial Holder Ballots sent to the Debtors, the Debtors' agents (other than the Notice and Claims Agent), or to the Debtors' financial or legal advisors, and if so sent will not be counted;
- c. any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
- d. Beneficial Holder Ballots sent by electronic mail or facsimile;
- e. any Beneficial Holder Ballot cast by a person who does not hold, or represent a person that holds, an Interest in Class 6 (Existing Equity Interests);
- f. any Beneficial Holder Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
- g. any unsigned Beneficial Holder Ballot; and/or
- h. any Beneficial Holder Ballot not marked to accept or reject the Plan or any Beneficial Holder Ballot marked both to accept the Plan.

7. The method of delivery of Beneficial Holder Ballots to the Notice and Claims Agent is at the election and risk of each Holder of a Class 6 Interest (Existing Equity Interests). Except as otherwise provided herein, such delivery will be deemed made only when the Notice and Claims Agent actually receives the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Beneficial Holder Ballots are received from the same Holder of a Class 6 Interest (Existing Equity) with respect to the same Class 6 Interest prior to the Voting Deadline, the latest, timely received, and properly completed Beneficial Holder Ballot will supersede and revoke any earlier received Beneficial Holder Ballots.

9. You must vote all of your Class 6 Interests (Existing Equity Interests) either to accept or reject the Plan and may not split your vote.

10. This Beneficial Holder Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Beneficial Holder Ballot.** If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Notice and Claims Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party

to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

PLEASE SUBMIT YOUR BENEFICIAL HOLDER BALLOT PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL HOLDER BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CONTACT YOUR NOMINEE. IF YOU HAVE GENERAL QUESTIONS ABOUT THE SOLICITATION OF PLAN VOTES OR REQUIRE SOLICITATION MATERIALS, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT:

**U.S. TOLL FREE: (888) 733-1544
INTERNATIONAL: (310) 751-2638
ONLINE: SUBMIT AN INQUIRY VIA ONLINE FORM AT
[HTTPS://WWW.VERITAGLOBAL.NET/EIGER/INQUIRY](https://www.veritaglobal.net/eiger/inquiry)**

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS BENEFICIAL HOLDER BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTOR.

Exhibit 5D

Class 6 (Master Ballot)

SIDLEY AUSTIN LLP
Thomas R. Califano (TX Bar No. 24122825)
William E. Curtin (admitted *pro hac vice*)
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Email: cpersons@sidley.com

*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.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**MASTER HOLDER BALLOT FOR VOTING TO
ACCEPT OR REJECT THE AMENDED JOINT PLAN
OF EIGER BIOPHARMACEUTICALS, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

FOR YOUR BENEFICIAL NOMINEE'S VOTE TO BE COUNTED, THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE NOTICE AND CLAIMS AGENT BY AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME (THE "VOTING DEADLINE"). IF THIS MASTER BALLOT IS NOT PROPERLY COMPLETED, EXECUTED, AND RECEIVED BY THE NOTICE AND CLAIMS AGENT ON OR BEFORE THE VOTING

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.

DEADLINE, THEN THE VOTES TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.

YOU CAN OBTAIN COPIES IN PAPER FORMAT OF ANY SOLICITATION MATERIALS (A) FREE OF CHARGE BY (I) ACCESSING THE DEBTORS' RESTRUCTURING WEBSITE AT [HTTPS://WWW.VERITAGLOBAL.NET/EIGER](https://www.veritaglobal.net/eiger); (II) WRITING TO EIGER BALLOT PROCESSING CENTER, C/O KCC DBA VERITA, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245; (III) CALLING (888) 733-1544 (TOLL FREE) OR (310) 751-2638 (INTERNATIONAL) AND REQUESTING TO SPEAK WITH A MEMBER OF THE SOLICITATION GROUP; OR (IV) SUBMITTING AN INQUIRY VIA ONLINE FORM AT: [HTTPS://WWW.VERITAGLOBAL.NET/EIGER/INQUIRY](https://www.veritaglobal.net/eiger/inquiry); OR (B) FOR A FEE VIA PACER AT [HTTPS://WWW.PACER.GOV](https://www.pacer.gov).

Eiger Biopharmaceuticals Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 case (collectively, the "Debtors"), are soliciting votes with respect to the *Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 455] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Plan"). The United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") has conditionally approved that certain *Amended Disclosure Statement for Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 456] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on July [●], 2024 [Docket No. [●]] (the "Disclosure Statement Order").² Bankruptcy Court approval of the Disclosure Statement on a conditional basis does not indicate approval of the Plan by the Bankruptcy Court.

You are receiving this Master Ballot because you have been identified as a Nominee (as defined below) holding Existing Equity Interests in Class 6 on behalf of one or more beneficial holders of Existing Equity Interests (each, a "Beneficial Holder") as of July 22, 2024 (the "Voting Record Date"). Under the terms of the Plan, Holders of Class 6 Interests are entitled to vote to accept or reject the Plan.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"); or as the proxy holder of a Nominee for certain Beneficial Holders, to transmit to the Notice and Claims Agent the votes of such Beneficial Holders in respect of their Interests to accept or reject the Plan.

² Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

The rights and treatment for each Class are described in the Plan and Disclosure Statement and related materials, which were included in the package (the “Solicitation Package”) you are receiving with this Master Ballot. If you would like paper copies of the Plan and Disclosure Statement and other Solicitation Materials, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants, LLC dba Verita Global (“Verita” or the “Notice and Claims Agent”) by: (i) accessing the Debtors’ restructuring website at <https://veritaglobal.net/eiger>; (ii) writing to Eiger Ballot Processing, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245; (iii) calling (888) 733-1544 (toll free) or (310) 751-2638 (international); or (iv) submitting an inquiry via online form at: <https://www.veritaglobal.net/Eiger/inquiry>; or (b) for a fee via PACER at <https://www.pacer.gov/>.

This Master Ballot may not be used for any purpose other than for transmitting the votes of your Beneficial Holders to accept or reject the Plan and certain elections and certifications with respect to the Plan. **If you believe you have received this Master Ballot in error, please contact the Notice and Claims Agent immediately at the address or telephone number set forth above.**

You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot (as defined below), and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or the Notice and Claims Agent or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statements contained in the documents enclosed herewith.

You should review the Disclosure Statement and the Plan before you transmit your votes. **Important information regarding the Third Party Release provided for in the Plan is included below.** You or the Beneficial Holders of the Interests for whom you are the Nominee may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of their Interests. **THE DEBTORS AND THE NOTICE AND CLAIMS AGENT ARE NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.**

The Court may confirm the Plan and thereby bind all Holders of Claims or Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Notice and Claims Agent **actually receives it no later than the Voting Deadline of August 30, 2024 at 4:00 p.m. prevailing Central Time.**

PLEASE SUBMIT THIS MASTER BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

Via Paper Ballot. Complete, sign, and date this Master Ballot and return it (with an original signature) promptly to:

If by First Class mail:
Eiger Ballot Processing
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If by overnight courier or hand delivery:
Eiger Ballot Processing
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300

OR

Via E-Mail: Submit your Master Ballot via email to the Claims and Noticing Agent at:

Verita_Securities@veritaglobal.com
(preferred method of delivery)

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned (please check the applicable box):

- Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate number of shares of the Class 6 Existing Equity Interests listed in Item 2 below, and is the record holder of such equity interests; or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate number of shares of the Class 6 Existing Equity Interests listed in Item 2; or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the aggregate number of shares of the Class 6 Existing Equity Interests listed in Item 2 below;

and accordingly has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Existing Equity Interests described in Item 2.

Item 2. Interests Vote on Plan and Third Party Release Opt-Outs.

The undersigned transmits the following votes of Beneficial Holders and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of the Interests voted as of the Voting Record Date and have delivered to the undersigned, as Nominee, properly executed ballots (the “Beneficial Holder Ballots”) casting such votes as indicated and containing instructions for the casting of those votes on their behalf.

Indicate in the appropriate column below the aggregate number of shares voted for each account or attach such information to this Master Ballot in the form of the following table or in such form as otherwise agreed in advance in writing by the Debtors. Please note that, unless otherwise agreed in advance in writing by the Debtors, each Beneficial Holder must vote all such Beneficial Holder’s Interests to accept or reject the Plan and may not split its vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

If the Beneficial Holder has checked the box on Item 3 of the Beneficial Holder Ballot pertaining to the releases by Holders of Interests, as detailed in Article IX.B of the Plan, please also check the box in the Item 2.B column below for each Beneficial Holder that checked the box.

Your Customer Account Number for Each Beneficial Holder of Existing Equity Interests	Number of Shares Held as of Voting Record Date	Item 2.A			Item 2.B
		Indicate the vote cast on the Beneficial Holder Ballot by checking the appropriate box below.			Check the box below if the Beneficial Holder checked the box in Item 3 of their Beneficial Holder Ballot
		Accept the Plan	or	Reject the Plan	Opt-Out of the Third Party Release by Holders of Claims and Interests
1		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
TOTALS					

Item 3. Important information regarding the Third Party Release and Opt Out Rights.

Beneficial Holders who vote to accept or reject the Plan in Item 2 of the Beneficial Holder Ballot or abstain from voting on the Plan must check the box in Item 3 of the Beneficial Holder

Ballot if they elect not to grant the release contained in Article IX.B of the Plan. Election to withhold consent to the Third Party Releases contained in Article IX.B of the Plan is at the Beneficial Holder's option. If a Beneficial Holder submits its Beneficial Holder Ballot without this box in Item 3 checked, or if the Beneficial Holder does not submit a ballot by the Voting Deadline, the Beneficial Holder will be deemed to consent to the Third Party Releases contained in Article IX.B of the Plan to the fullest extent permitted by applicable law. The Third Party Release provisions are set forth below.

IF YOUR BENEFICIAL HOLDER IS A "RELEASED PARTY" OR THEY VOTE TO ACCEPT THE PLAN AND DO NOT OTHERWISE OPT-OUT, THEY SHALL BE A "RELEASING PARTY" UNDER THE PLAN, AND THEY WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. PLEASE BE ADVISED THAT YOUR BENEFICIAL HOLDER'S DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION THEY WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR BENEFICIAL HOLDER'S RECOVERY UNDER THE PLAN WILL BE THE SAME IF THEY OPT OUT.

Article IX.B of the Plan contains the following Third Party Release:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Releasing Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations

of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan.

Article I of the Plan contains the following definitions:

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

“Released Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

“Releasing Party” means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

Item 4. Certifications

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

1. it has delivered the Solicitation Packages, including the Disclosure Statement and the Beneficial Holder Ballots, to the Beneficial Holders of Existing Equity Interests listed in Item 2 of this Master Ballot;

2. it has received a completed and signed Beneficial Holder Ballot (or other accepted and customary method of communicating a vote) from each Beneficial Holder listed in Item 2 above;

3. it is the Nominee of all the Beneficial Holders of the Existing Equity Interests listed in Item 2 above, or it has otherwise been authorized by each such Beneficial Holder to transmit each such Beneficial Holder's vote on the Plan;

4. no other Master Ballots with respect to the Existing Equity Interests identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Interests, then any such earlier cast Master Ballots are hereby revoked;

5. it has properly disclosed: (i) the number of Beneficial Holders of Existing Equity Interests who completed the Beneficial Holder Ballots; (ii) the respective number of shares of the Existing Equity Interests owned, as the case may be, by each Beneficial Holder of the Existing Equity Interests who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder's respective vote concerning the Plan; (iv) the customer account or other identification number for each such Beneficial Holder and (v) where applicable, each such Beneficial Holder's election with respect to the releases contained in the Plan; and

6. it will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders of Existing Equity Interests (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, if so ordered.

Name of Nominee: _____
(Print or Type)

DTC Participant Number: _____

Name of Proxy Holder or Agent for Nominee (if applicable):

(Print or Type)

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT PROMPTLY IN ACCORDANCE WITH ONE OF THE APPROVED SUBMISSION METHODS DESCRIBED ABOVE. THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME.

IF THE NOTICE AND CLAIMS AGENT DOES NOT *ACTUALLY RECEIVE* THIS MASTER BALLOT BY AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, ANY BENEFICIAL HOLDER'S VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

Instructions for Completing This Master Ballot

1. The Debtors are soliciting the votes of Holders of Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THE MASTER BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in total dollar amount and more than one-half in number of Claims or Interests that actually vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code.

The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. You should immediately distribute the Solicitation Packages, including the Beneficial Holder Ballot, to all your Beneficial Holders and take any action required to enable each such Beneficial Holder to vote timely the Existing Equity Interest that it holds. You may distribute the Solicitation Packages to Beneficial Holders in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from your Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. The votes cast by your Beneficial Holders of Existing Equity Interests shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver to the Notice and Claims Agent a Master Ballot that reflects their votes by **the Voting Deadline of August 30, 2024 at 4:00 p.m. prevailing Central Time**, or otherwise validate the Master Ballot in a manner acceptable to the Notice and Claims Agent. You should advise your Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to you by a date calculated to allow you to prepare and return the Master Ballot to the Notice and Claims Agent so that the Master Ballot is actually received by the Notice and Claims Agent on or before the Voting Deadline.

4. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Notice and Claims Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) to the Debtors or the Bankruptcy Court.

5. If a Master Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtor. Additionally, the following Master Ballots will not be counted:

- a. any Master Ballot that partially rejects and partially accepts the Plan;
- b. Master Ballots sent to the Debtors, the Debtors’ agents (other than the Notice and Claims Agent), or to the Debtors’ financial or legal advisors, and if so sent will not be counted;
- c. Any Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
- d. Master Ballots sent by facsimile;
- e. any Master Ballot cast by an entity that is not a Nominee for a Beneficial Holder of an Interest in Class 6 (Existing Equity Interests), or otherwise has the right to cast ballots on behalf of such Beneficial Holder as of the Voting Record Date;

- f. any Master Ballot transmitting the vote submitted by any party not entitled to cast a vote with respect to the Plan;
 - g. any unsigned Master Ballot; and or
 - h. any Master Ballot not marked to accept or reject the Plan or any Master Ballot marked both to accept the Plan.
6. The method of delivery of Master Ballots to the Notice and Claims Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be deemed made only when the Notice and Claims Agent actually receives the executed Master Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
7. If multiple Master Ballots are received from the same Nominee with respect to the same Class 6 Interest prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.
8. If you are both the Nominee and the Beneficial Holder of any Existing Equity Interests, you must return a Master Ballot for such Interests and you must vote all of your Interests in the same Class to either accept or reject the Plan and may not split your vote.
9. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
10. The following additional rules shall apply to Master Ballots:
- a. Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such Nominees in the Existing Equity Interests as of the Voting Record Date, as evidenced by the record and depository listings;
 - b. Votes submitted by a Nominee will not be counted in excess of the record amount of the Existing Equity Interest held by such Nominee;
 - c. To the extent that conflicting votes or “over-votes” are submitted by a Nominee, the Notice and Claims Agent will attempt to reconcile discrepancies with the Nominee;
 - d. To the extent that over-votes on a Master Ballot are not reconcilable prior to the preparation of the vote certification, the Notice and Claims Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in the Existing Equity Interest; and
 - e. For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the number of shares relating to its holding in that particular account, although the Notice and Claims Agent may be asked to adjust such number of shares to reflect the Interest amount.

11. **Please be sure to sign and date the Master Ballot.** If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must specify such capacity and, if required or requested by the Debtors' Notice and Claims Agent, the Debtors or the Court, you must submit proper evidence to the requesting party to so act on behalf of the applicable Nominee. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to this Master Ballot.

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT:

**U.S. TOLL FREE: (877) 499-4509
INTERNATIONAL: +1 (917) 281-4800
ONLINE: SUBMIT AN INQUIRY VIA ONLINE FORM AT
[HTTPS://WWW.VERITAGLOBAL.NET/EIGER/INQUIRY](https://www.veritaglobal.net/eiger/inquiry)**

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 30, 2024 AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTOR.