

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

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

*Attorneys for the Debtors  
and Debtors in Possession*

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

In re:

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

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**NOTICE OF FILING OF SECOND PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE THAT** on July 30, 2024, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) entered an order [Docket No. 473] (the “Disclosure Statement Order”): (a) scheduling a hearing at which the Court will consider the adequacy of the Disclosure Statement (as defined below) on a final basis and confirmation of the Plan (as defined below) (the “Combined Hearing”); (b) conditionally approving the adequacy of 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. 476-1] (as may be amended, supplemented, or modified from time to time, and including all exhibits thereto, the “Disclosure Statement”); (c) approving the solicitation procedures (the “Solicitation Procedures”) with respect to confirmation of the *Second Amended Joint Plan of Liquidation of Eiger BioPharmaceuticals, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Eiger BioPharmaceuticals, Inc. (1591); EBPI Merger Inc. (9986); EB Pharma LLC (8352); Eiger BioPharmaceuticals Europe Limited (N/A); and EigerBio Europe Limited (N/A). The Debtors’ service address is 2100 Ross Avenue, Dallas, Texas 75201.



248004024090300000000001

[Docket No. 517-1]; (d) scheduling certain dates with respect thereto; (e) approving the forms of notices and ballots in connection therewith; and (f) granting related relief.

**PLEASE TAKE FURTHER NOTICE THAT** on August 16, 2024, the Debtors filed the *Notice of Filing Plan Supplement* [Docket No. 525] (the “First Plan Supplement”), which was comprised of the following: (a) Liquidation Analysis; (b) Schedule of Assumed Executory Contracts and Unexpired Leases; (c) Schedule of Retained Causes of Action; (d) Amended Certificate of Incorporation of Eiger BioPharmaceuticals, Inc.; (e) Liquidating Trust Agreement; (f) Plan Administrator Agreement; and (g) Identity of Any Insider to Be Employed by the Plan Administrator.

**PLEASE TAKE FURTHER NOTICE THAT** on August 28, 2024, the Debtors filed the *Third Amended Joint Plan of Liquidation of Eiger BioPharmaceuticals, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 571-1] (as may be amended, supplemented, or modified from time to time, the “Plan”);<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** as contemplated by the Plan and the Disclosure Statement Order, the Debtors hereby file this *Notice of Filing of Second Plan Supplement* (this “Second Plan Supplement,” and together with the First Plan Supplement, the “Plan Supplement”) with the Court comprised of the following:

<b>Exhibit</b>	<b>Second Plan Supplement Document</b>
B	Schedule of Assumed Executory Contracts and Unexpired Leases
B-1	Redline to Previously Filed Schedule of Assumed Executory Contracts and Unexpired Leases

**PLEASE TAKE FURTHER NOTICE THAT** certain documents, or portions thereof, contained in the Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto. The Debtors reserve the right to alter, amend, modify, or supplement any document in the Plan Supplement in accordance with the Plan, at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court; *provided* that if any document in the Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Combined Hearing, the Debtors will promptly file a redline of such document with the Court.

**PLEASE TAKE FURTHER NOTICE THAT** the Combined Hearing will commence on **September 5, 2024 at 9:30 a.m.** prevailing Central Time, before the Honorable Judge Jernigan, in Courtroom 1 of the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242.

**PLEASE TAKE FURTHER NOTICE THAT** that you may participate at the Combined Hearing either in person or by an audio or video connection. Audio communication will be by use

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Disclosure Statement or Plan, as applicable.

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://uscourts.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 Debtors 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 TAKE FURTHER NOTICE THAT** the deadline for filing objections to the confirmation of the Plan or adequacy of the Disclosure Statement was **August 30, 2024 at 4:00 p.m.** prevailing Central Time (the "**Plan Objection Deadline**"). Any objection to the confirmation of the Plan or adequacy of the Disclosure Statement must have: (a) been in writing; (b) conformed to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules for the Northern District of Texas, and any orders of the court; (c) stated, with particularity, the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) stated, with particularity, the legal and factual basis for such objections and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objections; and (e) been filed with the Court with proof of service thereof and served upon the Debtors, the Statutory Committees, and the U.S. Trustee so as to be actually received on or before the Plan Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Disclosure Statement Order, the Plan and Disclosure Statement, the Solicitation Procedures, or related documents, such materials are available free of charge by: (a) accessing the Debtors' restructuring website at <https://www.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>. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at <https://ecf.txnb.uscourts.gov/>.

**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.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.**

Dated: September 3, 2024  
Dallas, Texas

**SIDLEY AUSTIN LLP**

*/s/ Thomas R. Califano*

---

Thomas R. Califano (TX Bar No. 24122825)  
William E. Curtin (admitted *pro hac vice*)  
Anne G. 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*

**Certificate of Service**

I certify that on September 3, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

*/s/ Thomas R. Califano*

---

Thomas R. Califano

**Exhibit B**

**Schedule of Assumed Executory Contracts and Unexpired Leases<sup>1</sup>**

The inclusion of a contract or other agreement in the following Schedule of Assumed Executory Contracts and Unexpired Leases shall not constitute or be deemed a determination or admission by the Debtors and their Estates or any other party in interest that such contract or other agreement is, in fact, an Executory Contract or Unexpired Lease within the meaning of the Bankruptcy Code, and any and all rights of the Debtors and their Estates, the Wind-Down Debtors and their Estates, the Plan Administrator, or the Liquidating Trustee with respect thereto are hereby reserved. Unless otherwise specified, each contract or other agreement listed herein shall include all exhibits, schedules, confirmations, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such contract or other agreement, without respect to whether such agreement, instrument, or other document is listed herein. The Debtors reserve all rights to amend, revise, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases, and any of the documents and designations contained herein.

---

<sup>1</sup> Capitalized terms used herein shall have the meaning ascribed to them in the *Third Amended Joint Plan of Liquidation of Eiger BioPharmaceuticals, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 571-1] (as may be amended, supplemented, or modified from time to time, the “Plan”).

**Eiger Biopharmaceuticals, Inc.**

Contract Assumption List

Sort #	Counterparty	Description of Contract	Cure Amounts	
344	Accenture LLP	MSA	\$5,399.00	
345	Accenture LLP	SOW 1		
346	Accenture LLP	Software License		
347	Accenture LLP	SOW 2		
348	Accenture LLP	SOW 3		
349	Accenture LLP	Change Order 1 to SOW 2		
350	Accenture LLP	Change Order 1 to SOW 3		
351	Accenture LLP	Change Order 2 to SOW 5		
352	Accenture LLP	Amended and Restated SOW 5		
353	Accenture LLP	Change Order 2 to Amended and Restated SOW 5		
354	Accenture LLP	Data Privacy and Security Exhibit		
355	Accenture LLP	Amendment 1 to MSA		
356	Accenture LLP	Change Order 2 to SOW 3		
357	Accenture LLP	SOW 7		
358	Accenture LLP	Change Order 1 to SOW 8		
326	Box, Inc.	License Renewal Q-00288262		\$0.00
403	Bend Research, Inc. (LONZA)	Commercial Manufacturing Services and Supply Agreement with Bend Research, Inc. (LONZA) dated October 9, 2019		\$0.00
339	Browneinc dba BrowneMusser	MSA	\$0.00	
340	Browneinc dba BrowneMusser	Work Order #1	\$0.00	
305	Countsy	AP Outsourcing	\$0.00	
328	CrossCountry Consulting LLC	PPS Project Order 3	\$3,024.00	
408	Corden Pharma Colorado, LLC	Commercial Quality Agreement with Corden Pharma Colorado, LLC	\$0.00	
404	CordenPharma	Master Services Agreement with CordenPharma dated February 2016	\$0.00	
341	Digital Media Innovations, LLC	Notified Order Form 00098976	\$5,600.00	
322	Jump Start Technology, Inc.	Quote JSTQ2145	\$17,203.75	
330	Jump Start Technology, Inc.	Services Agreement		
301	JumpStart Technology	SOW (Sox Compliance)		
406	Fisher Clinical Services, Inc.	First Amendment and Restated Quality Agreement with Fisher Clinical Services, Inc.	\$0.00	
401	Fisher Clinical Services, Inc.	Master Services Agreement with Fisher Clinical Services, Inc. dated May 6, 2016	\$0.00	

332	Niche Quality Limited	CNS	\$1,866.24
333	Niche Quality Limited	Quote 1092047	
318	Okta	Quote Q-545757	\$0.00
307	Okta, Inc	Quote Q-368834	\$0.00
400	Oracle America Inc	Estimate 1316870	\$0.00
405	Lonza Bend, Inc.	Quality Agreement with Lonza Bend, Inc.	\$0.00
402	Patheon, Inc.	Master Manufacturing Services Agreement with Patheon, Inc. dated January 9, 2020	\$0.00
407	Patheon, Inc.	Quality Agreement with Patheon, Inc.	\$0.00
325	PhaseIII LLC	CNS	\$0.00
324	Precision Trials Solutions LLC	CNS	\$0.00
331	Regus CME Ireland Ltd	Lease	\$4,240.76
310	TriNet	Addendum	\$0.00
314	TriNet and Washington State	Auth to Access or File	\$0.00
329	ZenQMS LLC	SOW	\$0.00



**Exhibit B-1**

**Redline to Previously Filed Schedule of Assumed Executory Contracts and Unexpired Leases**

## Exhibit B

### **Schedule of Assumed Executory Contracts and Unexpired Leases<sup>1</sup>**

The inclusion of a contract or other agreement in the following Schedule of Assumed Executory Contracts and Unexpired Leases shall not constitute or be deemed a determination or admission by the Debtors and their Estates or any other party in interest that such contract or other agreement is, in fact, an Executory Contract or Unexpired Lease within the meaning of the Bankruptcy Code, and any and all rights of the Debtors and their Estates, the Wind-Down Debtors and their Estates, the Plan Administrator, or the Liquidating Trustee with respect thereto are hereby reserved. Unless otherwise specified, each contract or other agreement listed herein shall include all exhibits, schedules, confirmations, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such contract or other agreement, without respect to whether such agreement, instrument, or other document is listed herein. The Debtors reserve all rights to amend, revise, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases, and any of the documents and designations contained herein.

<sup>1</sup> Capitalized terms used herein shall have the meaning ascribed to them in the ~~Second~~Third Amended Joint Plan of Liquidation of Eiger BioPharmaceuticals, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. ~~517-1~~571-1] (as may be amended, supplemented, or modified from time to time, the "Plan").

**Eiger Biopharmaceuticals, Inc.**

Contract Assumption List

Sort #	Counterparty	Description of Contract	Cure Amounts
344	Accenture LLP	MSA	<del>\$0.00</del> <u>5,399.00</u>
345	Accenture LLP	SOW 1	<del>\$0.00</del>
346	Accenture LLP	Software License	<del>\$0.00</del>
347	Accenture LLP	SOW 2	<del>\$0.00</del>
348	Accenture LLP	SOW 3	<del>\$0.00</del>
349	Accenture LLP	Change Order 1 to SOW 2	<del>\$0.00</del>
350	Accenture LLP	Change Order 1 to SOW 3	<del>\$0.00</del>
351	Accenture LLP	Change Order 2 to SOW 5	<del>\$0.00</del>
352	Accenture LLP	Amended and Restated SOW 5	<del>\$0.00</del>
353	Accenture LLP	Change Order 2 to Amended and Restated SOW 5	<del>\$0.00</del>
354	Accenture LLP	Data Privacy and Security Exhibit	<del>\$0.00</del>
355	Accenture LLP	Amendment 1 to MSA	<del>\$0.00</del>
356	Accenture LLP	Change Order 2 to SOW 3	<del>\$0.00</del>
357	Accenture LLP	SOW 7	<del>\$0.00</del>
358	Accenture LLP	Change Order 1 to SOW 8	<del>\$0.00</del>
326	Box, Inc.	License Renewal Q-00288262	\$0.00
403	<a href="#">Bend Research, Inc. (LONZA)</a>	<a href="#">Commercial Manufacturing Services and Supply Agreement with Bend Research, Inc. (LONZA) dated October 9, 2019</a>	<u>\$0.00</u>
339	Browneinc dba BrowneMusser	MSA	<del>\$750,000.00</del>
340	Browneinc dba BrowneMusser	Work Order #1	<u>\$0.00</u>
305	Countsy	AP Outsourcing	<del>\$2,112,800.00</del>
328	CrossCountry Consulting LLC	PPS Project Order 3	<del>\$12,919,203,024.00</del>
408	<a href="#">Corden Pharma Colorado, LLC</a>	<a href="#">Commercial Quality Agreement with Corden Pharma Colorado, LLC</a>	<u>\$0.00</u>
404	<a href="#">CordenPharma</a>	<a href="#">Master Services Agreement with CordenPharma dated February 2016</a>	<u>\$0.00</u>
341	Digital Media Innovations, LLC (" <del>Notified</del> ")	Notified Order Form 00098976	<del>\$1,400,005,600.00</del>
322	Jump Start Technology, Inc.	Quote JSTQ2145	<del>\$24,593,7517,203.75</del>
330	Jump Start Technology, Inc.	Services Agreement	
301	JumpStart Technology	SOW (Sox Compliance)	
406	<a href="#">Fisher Clinical Services, Inc.</a>	<a href="#">First Amendment and Restated Quality Agreement with Fisher Clinical Services, Inc.</a>	<u>\$0.00</u>
401	<a href="#">Fisher Clinical Services, Inc.</a>	<a href="#">Master Services Agreement with Fisher Clinical Services, Inc. dated May 6, 2016</a>	<u>\$0.00</u>
332	Niche Quality Limited	CNS	<del>\$8,470,671,866.24</del>
333	Niche Quality Limited	Quote 1092047	

318	Okta	Quote Q-545757	\$0.00
307	Okta, Inc	Quote Q-368834	\$0.00
<del>309</del> 400	Oracle America Inc	Estimate <del>804616-1316870</del>	\$0.00
<del>313</del> 405	<del>Oracle America</del> Lonza Bend, Inc.	<del>Estimate 958802-Quality Agreement with Lonza Bend, Inc.</del>	\$0.00
<del>315</del> 402	<del>Oracle America</del> Patheon, Inc.	<del>Estimate 944225-Master Manufacturing Services Agreement with Patheon, Inc. dated January 9, 2020</del>	\$0.00
<del>316</del>	<del>Oracle America Inc</del>	<del>SOW US-105793-</del>	<del>\$0.00</del>
<del>300</del>	<del>Oracle America, Inc</del>	<del>Agreement</del>	<del>\$0.00</del>
<del>304</del>	<del>Oracle America, Inc</del>	<del>SOW (ACH)-</del>	<del>\$0.00</del>
<del>319</del> 407	<del>Oracle America</del> Patheon, Inc.	<del>Subscription Services</del> Quality Agreement with Patheon, Inc.	\$0.00
<del>320</del>	<del>Oracle America, Inc.</del>	<del>SOW NetSuite-</del>	<del>\$0.00</del>
<del>303</del>	<del>Oracle Netsuite</del>	<del>Estimate 678406-</del>	<del>\$0.00</del>
325	PhaseIII LLC	CNS	<del>\$4,650.00</del> 0.00
324	Precision Trials Solutions LLC	CNS	<del>\$14,787.500</del> 0.00
331	Regus CME Ireland Ltd	Lease	<del>\$4,216.35</del> 4,240.76
310	TriNet	Addendum	\$0.00
314	TriNet and Washington State	Auth to Access or File	\$0.00
329	ZenQMS LLC	SOW	\$0.00