

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

In re: EIGER BIOPHARMACEUTICALS, INC., <i>et al.</i>¹ Debtors.	§ § § § §	Chapter 11 Case No. 24-80040 (SGJ) (Jointly Administered)
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**DECLARATION OF JAMES VOLLINS IN SUPPORT OF THE LIQUIDATING
TRUSTEE AND THE PLAN ADMINISTRATOR’S LIMITED RESPONSE TO MOTION
OF SENTYNL THERAPEUTICS, INC TO (I) ENFORCE THE ZOKINVY SALE
ORDER AND (II) FOR CONTEMPT AGAINST EIGER INNOTHERAPEUTICS, INC.**

I, James Vollins, pursuant to section 1726 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I worked as General Counsel, Chief Compliance Officer, and Corporate Secretary of Eiger Biopharmaceuticals, Inc. (“Eiger” or the “Debtors”) from April 2023 through September 30, 2024 (the effective date of the Debtors’ Plan of Liquidation).

2. While working for Eiger, I was a member of the team managing negotiation and due diligence with Sentynl Therapeutics, Inc. (“Sentynl”) concerning the sale of certain assets related to the FDA approved drug Zokinvy (lonafarnib). The Sentynl representatives involved in the negotiations and due diligence included Michael Hercz, Senior Vice President, General Counsel & Chief Compliance Officer.

3. Sentynl’s interest in acquiring assets related to Zokinvy pre-dated Eiger’s Chapter 11 filing by more than six (6) months. Sentynl and Eiger participated in many months of pre-transaction due diligence. As part of the pre-transaction due diligence process, Eiger shared with

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 Ave., Dallas, Texas 75201.



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Sentynl certain manufacturing and quality agreements, including, but not limited to, Eiger's agreements with Lonza Bend Research ("Lonza") and Corden Pharma ("Corden").

4. In connection with the filing for Chapter 11 protection, Eiger evaluated the potential for reorganizing its business around the drug development program evaluating lonafarnib for the treatment of HDV and/or selling assets related to that drug development program to a third party. Given the potential options for the lonafarnib/HDV program, Eiger had a reasonable and material economic interest in retaining certain agreements and/or rights in agreements concerning lonafarnib for HDV. Eiger contracted with several of the same vendors for certain services related to the commercialization and manufacture of Zokinvy (lonafarnib) and lonafarnib for HDV.

5. On March 28, 2024, I emailed draft sublicense schedules to Sentynl's General Counsel, Mr. Hercz, for his review. Draft Schedule 3.7 included the Lonza and Corden contracts as proposed contracts to be "retained" by Eiger. The draft schedule included a drafting note to Sentynl reflecting Eiger's willingness to discuss how rights and obligations under those manufacturing agreements could be assigned or assumed by Sentynl if Sentynl wanted to acquire or assume any of Eiger's rights in those agreements.

"Note to Sentynl: These/manufacturing storage agreements concern Zokinvy and various development programs. Eiger is open to discussing an optimal manner to assign the portions of the agreements related to Zokinvy, add Sentynl as a party for Zokinvy only, or manage as retained agreement for reasonable period post sale."

6. I understood that Sentynl intended to negotiate new direct contracts with the third party vendors who provided services to Eiger under the "Retained Agreements" and/or new contracts with different manufacturers for substantially the same services after the effective date of the Zokinvy sale transaction.

7. Sentynl agreed that Eiger should manage certain manufacturing agreements, including, but not limited to, Eiger's agreements with Lonza and Corden as "Retained Agreements" until the earlier of the date that Sentynl obtained a new agreement for substantially the same services as those provided by the counterparty under the Retained Agreement or six (6) months from the closing date of the sale transaction.

8. Schedule 3.7 of the final sublicense agreement executed between Eiger and Sentynl identified the Lonza and Corden agreements as "Retained Agreements" that were not purchased or assumed by Sentynl.

9. Sentynl never asked me or to my knowledge anyone else employed at Eiger to amend the Lonza agreements or otherwise waive any exclusivity provision included in that agreement.

10. At no time prior to my last day employed by Eiger (September 30, 2024) did Sentynl notify me or, to my knowledge, anyone else employed at Eiger, that the assignment of the Lonza or Corden agreements to Eiger Innotherapeutics, Inc. ("Inno") would adversely affect, or would reasonably be expected to adversely affect, Sentynl's ability to commercialize Zokinvy.

11. On several occasions, I solicited Sentynl's interest in acquiring Eiger's assets related to lonafarnib for HDV, citing the potential value of the drug under development and the potential positive synergies of Sentynl acquiring all Eiger's assets relative to lonafarnib. I did not advise Sentynl's General Counsel, Mr. Hercz, of the "potential for a third party purchaser to improperly use the lonafarnib assets (including the Retained Agreements) to interfere with Sentynl's use and enjoyment of the Zokinvy assets it purchased 'free and clear'" as is claimed in Sentynl's motion to enforce the sale order and hold Inno in contempt.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 27, 2025

By: /s/ James Vollins
James Vollins