



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 May 1, 2025


United States Bankruptcy Judge

**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)
)

JOINT STIPULATION AND AGREED ORDER

Upon *Sentynl Therapeutics, Inc.* 's *Expedited Motion for Interim Equitable Relief* [Docket Nos. 834 and 835] (the "Motion"), *Sentynl Therapeutics, Inc.* ("Sentynl"), and *EIT Pharma, Inc.*, formerly known as *Eiger InnoTherapeutics, Inc.* ("EIT"), hereby stipulate and agree as follows (the "Stipulation and Agreed Order"):

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 2155 Park Boulevard, Palo Alto, California 94306.



NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The interim settlement agreement, as stated on the record at the hearing before the Court on the Motion on April 29, 2025 (the “Hearing”), is hereby approved in all respects (the “Interim Settlement Agreement”).

2. The unsealed portion of the transcript of the Hearing, which sets forth the oral terms and conditions of the Interim Settlement Agreement, is attached hereto as **Exhibit A**, as clarified to the extent necessary by the agreed script of the Interim Settlement Agreement read into the record during the Hearing, which is attached here to as **Exhibit B** out of an abundance of caution.

3. All parties are authorized and directed to abide by and comply with the terms of this Stipulation and Agreed Order and the Interim Settlement Agreement.

4. This Court shall retain exclusive jurisdiction over all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order and the Interim Settlement Agreement.

END OF ORDER

AGREED AS TO FORM AND CONTENT:

GRAY REED

By: /s/ Jason S. Brookner
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***Counsel to EIT Pharma, Inc., formerly
known as Eiger InnoTherapeutics, Inc.***

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Counsel for Sentynl Therapeutics, Inc.

Exhibit A

Hearing Transcript re Interim Settlement Agreement

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

In Re:) **Case No. 24-80040-sgj11**
) Chapter 11
)
EIGER BIOPHARMACEUTICALS,) Dallas, Texas
INC.,) April 29, 2025
) 10:00 a.m. Docket
Debtor.)
) MOTIONS
)

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE STACEY G.C. JERNIGAN,
UNITED STATES BANKRUPTCY JUDGE.

APPEARANCES:

For Eiger Jason S. Brookner
InnoTherapeutics, Inc.: Emily F. Shanks
GRAY REED & MCGRAW, LLP
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(469) 320-6132

For Sentynl Therapeutics, Hugh M. Ray, III
Inc.: Lawrence James Dickinson
PILLSBURY WINTHROP SHAW PITTMAN,
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For Sentynl Therapeutics, Joshua D. Morse
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For Sentynl Therapeutics, Mark Stromberg
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1 APPEARANCES, cont'd.:

2 For the Liquidating
3 Trustee::

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6 Trustee:

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8 Recorded by:

Sara Ferrufino / Hawaii S. Jeng
UNITED STATES BANKRUPTCY COURT
1100 Commerce Street, 12th Floor
Dallas, TX 75242
(214) 753-2088

11 Transcribed by:

Kathy Rehling
311 Paradise Cove
Shady Shores, TX 76208
(972) 786-3063

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Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

1 DALLAS, TEXAS - APRIL 29, 2025 - 10:07 A.M.

2 (Under seal proceedings conducted from 10:07 to 11:52 a.m.)
3 Open court proceedings begin at 11:59 a.m.)

4 THE COURT: All right. That was a little bit more
5 than five minutes. Please be seated. Sorry about that.
6 We're ready to hear it now. I should say we're on the record
7 now in Eiger BioPharmaceuticals, Case No. 24-80040. We're
8 convening a hearing at this point on Sentynl's expedited
9 motion for interim equitable relief. The lawyers have
10 announced a resolution of that, and I am about to hear on the
11 record what that resolution is.

12 MS. SHANKS: Thank you, Your Honor. Emily Shanks of
13 EIT Pharma, Inc. Thank you for indulging us in reading this
14 into the record. We are very pleased to announce that we have
15 an interim settlement agreement. EIT has worked very hard to
16 get here, as well as Sentynl.

17 So, with that being said, bear with me, and I'm going to
18 read it word for word into the record, and then Mr. Morse here
19 is just going to --

20 MR. MORSE: I'm just here for moral support.

21 MS. SHANKS: -- just going to babysit me.

22 THE COURT: Okay. All right.

23 MS. SHANKS: All right.

24 EIT and Sentynl will issue a joint letter to Corden in
25 order to authorize and direct Corden to release the following

1 materials, information, and data to Sentynl as follows. For
2 the Compound W reference materials, drug substance reference
3 standards, Corden is permitted, authorized, and directed to
4 immediately or as promptly as possible release the following
5 materials to Sentynl or its designated recipient, its Japanese
6 distributor, and engage in direct communications with Sentynl
7 or its designated recipient in furtherance of providing such
8 materials. As the sponsor under the Corden contracts, EIT
9 shall be included on all communications between Corden and
10 Sentynl related to such materials shared under this proposal.

11 Sentynl must clearly indicate to EIT whether Option A1,
12 which I will talk about below, or Option A2 will be selected
13 for, one, the reference standards, and two, lonafarnib drug
14 substance standards, respectively. And if Sentynl selects
15 Option 1A(i) and 2A(ii) for both, if the retest fails or the
16 required timing, that is, the materials are not received and
17 retested prior to their current expiration, if either of these
18 are not met, the parties will need to -- or Sentynl will need
19 to use Option 1A(ii) and 2A(ii).

20 This is tedious.

21 The reference standards are the Compound W options, either
22 1 or 2. 1 is the retest current Compound W, issue new
23 Certificate of Analysis, or COA, for CPC-IHRS-0164 and provide
24 25 milligrams to AnGes, produce and test new Compound W STD
25 lot, issue COA, and provide 100 milligrams to AnGes is the

1 second option there.

2 And then the following lonafarnib drug substance or the DS
3 standard options are either 1 or 2. 1 is retest current
4 lonafarnib STD, issue new COA for CPC-IHRS-0012 and provide
5 350 milligrams to AnGes, and the second option is produce and
6 test new lonafarnib STD, issue COA, and provide 350 milligrams
7 to AnGes.

8 Sentynl will be responsible for any direct and indirect
9 costs associated with the release of such materials, including
10 costs of retesting and qualifications of the reference
11 standards, issuance of the COA, generation of aliquots and
12 shipment costs for work performed for Sentynl under the
13 current Corden contracts.

14 If Sentynl's direct payment to Corden is not possible for
15 any reason, Sentynl will make payment to EIT per Corden-issued
16 invoice, with payment made prior to the release of the
17 material and information.

18 Next, for the information and data, EIT will provide
19 Sentynl the following quality documents, batch records, and
20 stability data. EIT will provide at no cost to Sentynl
21 information and data generated prior to November 3rd, 2024,
22 which was the date on which the Corden contracts were assigned
23 to EIT. For stability data generated after November 3rd,
24 2024, EIT is the sponsor of such data, providing technical
25 oversight.

1 The quality documents. For the quality documents, Corden
2 is permitted, authorized, and directed to immediately or as
3 promptly as possible release the following quality documents
4 to Sentynl at no cost to Sentynl, or its designated recipient,
5 the Japanese distributor, and engage in direct communications
6 with Sentynl or its designated recipient in furtherance of
7 providing such quality documents, provided, however, that EIT
8 shall be included on all communications between Corden and
9 Sentynl relating to such documents, which are the following:
10 the 00 or the OOS-605 quality document, the DEV-4889 quality
11 document, and the DEV-4906 quality document.

12 For the batch records, EIT will instruct Corden to share
13 these documents to Sentynl and no cost to Sentynl directly,
14 provided, however, that EIT shall be included on all
15 communications between Corden and Sentynl related to such
16 records. And those batch records are B0 -- B02007B034,
17 B02210B0 --

18 MR. MORSE: You read that one incorrectly.

19 MS. SHANKS: Let me start over for the second one.
20 It's B02210B024.

21 EIT will permit Corden to provide the following stability
22 data per the terms outlined below. As the sponsor who is
23 running the studies with Corden after November 3rd, 2024, EIT
24 does not lose its ability and rights to provide technical
25 oversight for the following stability data reports and EIT

1 will review and approve the final study reports related to
2 these studies.

3 Sentylnl will have the ability to engage directly with
4 Corden with respect to any questions related to these studies,
5 provided that EIT is copied on, or, if verbal, is given an
6 opportunity to participate in all such communications. These
7 studies cover batches as part of the manufacturing of
8 lonafarnib for both HDV and Zokinvy, and are critical for
9 regulatory and commercial activities for both EIT and Sentylnl,
10 respectively.

11 Once the studies are reviewed and finalized by EIT, which
12 shall be done as promptly as possible, and in no event later
13 than two weeks after Corden provides the draft study to EIT,
14 and once Sentylnl has made the payment specified below into
15 escrow, EIT will immediately directly Corden to send the
16 stability data report directly to Sentylnl, provided that EIT
17 is copied on all such communications.

18 And the following stability data reports are going to be
19 provided: B01906P807, the stability final report. EIT will
20 provide this at no cost to Sentylnl.

21 The next one is B02011B901, stability 36M and 48M final
22 reports. EIT will provide the stability 36M report at no cost
23 to Sentylnl. The 48M final report is generated after the
24 November 3rd, 2024 transfer date and is therefore sponsored by
25 EIT. EIT is not currently in possession of this report. EIT

1 will promptly request the 48M final report, and upon EIT's
2 receipt of the report and Sentynl's payment of \$20,000 into
3 escrow, described further below, EIT will immediately instruct
4 Corden to provide the report to Sentynl.

5 The next report is B02210B22B, stability 24M report. The
6 24M report is generated after the November 3rd, 2024 transfer
7 date and is therefore sponsored by EIT. EIT is not currently
8 in possession of this report. EIT will promptly request the
9 24M report, and upon receipt of the report and Sentynl's
10 payment of \$20,000 into the escrow described below, EIT will
11 immediately instruct Corden to provide the report to Sentynl.

12 The next report is B022 -- B02210B023, the stability 18M
13 report. The 18M report is generated after the November 3rd,
14 2024 transfer date and is therefore sponsored by EIT. EIT is
15 not currently in possession of this report. EIT will promptly
16 request the 18M report, and upon receipt of the report and
17 Sentynl's payment of \$20,000 into the escrow described below,
18 EIT will immediately instruct Corden to provide the report to
19 Sentynl.

20 And the last stability reports are the B02210B024
21 stability 12M and 18M reports. EIT will provide the stability
22 12M report at no cost to Sentynl. The 18M report is generated
23 after the November 3rd, 2024 transfer date and is therefore
24 sponsored by EIT. EIT is not currently in possession of this
25 report. EIT will promptly request the 18M final report, and

1 upon receipt of the report and Sentynl's payment of \$20,000
2 into the escrow described below, EIT will immediately instruct
3 Corden to provide the report to Sentynl.

4 Sentynl agrees to wire a total of \$100,000 to Gray Reed's
5 trust account, allocated as follows: \$20,000 escrowed with
6 respect to the above-referenced standards and DS standards in
7 the amount of \$10,000 for the reference standards and \$10,000
8 for the DS standards; and \$80,000 escrowed with respect to the
9 stability data, based on \$20,000 per stability study report,
10 as specified above.

11 If the Court determines that Sentynl owns and/or otherwise
12 has rights to access or use any or all of the reference
13 standards, data, and/or information set forth above under the
14 Zokinvy APA and related documents, the \$100,000 or any
15 applicable portion based on the fair value of the applicable
16 item will be returned to Sentynl.

17 If the Court determines that Sentynl does not own and/or
18 otherwise has no rights to access or use any or all of the
19 reference standards data and/or information under the Zokinvy
20 APA and related documents, the \$100,000 or any applicable
21 portion based on the fair value of the applicable item will be
22 disbursed to EIT as compensation for Sentynl's use of the
23 materials.

24 Notwithstanding the amount of money paid into the escrow
25 or otherwise allocated with respect to specific materials and

1 reports under this agreement, each party reserves all rights
2 to dispute, contest, present evidence, et cetera, about cost,
3 value, worth, et cetera, of the materials, information, and
4 data on a go-forward basis. The sum of money identified in
5 this agreement is not a benchmark or standard or liquidated
6 damages amount for valuing the materials, information, and
7 data.

8 Notwithstanding anything in this agreement to the
9 contrary, each party reserves all rights relating to the
10 actual or claimed ownership and/or rights to use or access the
11 materials, information, and data that are the subject matter
12 of this agreement.

13 And for clarity, despite any language to the contrary,
14 Sentynl reserves all rights related to Sentynl's claims that
15 Sentynl either owns or has rights to all of the materials,
16 information, and data referenced herein, and other materials,
17 information, and data as set forth in Sentynl's various
18 motions to date.

19 Sentynl will withdraw its expedited motion for interim
20 equitable relief after receipt of the jointly-signed
21 instruction letter to Corden contemplated by this agreement,
22 so long as that instruction letter is signed prior to a ruling
23 on Sentynl's expedited motions. So that's taken care of.

24 The parties reserve all rights.

25 And then this agreement was further modified by the April

1 28th email, which states that EIT will agree to move forward
2 with the interim settlement agreement pending receipt of the
3 inventories from Lonza and Corden as follows: EIT will
4 immediately provide Sentynl with access to the items set forth
5 above and the parties' latest proposal, which was just stated
6 on the record, provided that in exchange Sentynl agrees that
7 immediately upon confirmation from Lonza that Lonza currently
8 holds at least 43.1 kilograms of Batch BO2210B024, Sentynl
9 will provide Corden with authorization for the release of the
10 remaining amount of Batch BO2210B024 to EIT. If Lonza holds
11 less than 43.1 kilograms, then Sentynl need not provide Corden
12 with any instruction to release any portion of Batch
13 BO2210B024 to EIT.

14 And this was further modified by the April 29th email.
15 The interim settlement is subject to the following terms:
16 Sentynl will agree to release the previously-proposed 19.6
17 kilograms, or any lesser amount, if less, but given the lack
18 of information about this batch, Sentynl does not agree to
19 approve release of any portion of Batch BO2210B024 to EIT.

20 The 19.6 kilograms will not be authorized for release
21 until Sentynl gets written confirmation from Corden confirming
22 that the 19.6 kilograms is not compromised of any sample
23 materials, Stage 3 seeds, reference standards, or stability
24 materials. The parties agree that sample material means a
25 retained sample from a batch for any of the foregoing

1 purposes, specifically Stage 3 seeds, reference standards or
2 stability materials.

3 Sentynl is not waiving any right to bring future claims
4 related to EIT's use of this 19.6 kilograms, just as EIT is
5 not waiving any rights to claim damages for the reference
6 materials being released to Sentynl.

7 The foregoing is based on the requirement that at least
8 42.5 kilograms, noting that a small amount of the previous
9 43.1 kilograms has already been used, of the applicable batch
10 is confirmed by Lonza.

11 If Corden requires the parties to release Corden from any
12 liability or otherwise provide Corden with similar contractual
13 comfort -- that is, indemnification, for example -- in order
14 for Corden to act on the Corden instruction letter, each party
15 will immediately provide Corden with all such requested
16 contractual comfort.

17 That is it for the agreed interim agreement, but we did
18 want to also read into the --

19 MR. MORSE: Just, yeah, before you go there, I just
20 want to clarify --

21 THE COURT: Okay. Your colleague, Mr. Brookner, is
22 standing up for the EIT side of this. Do you have something
23 else to add before --

24 MR. BROOKNER: I do, Your Honor. I just want to make
25 sure we didn't misstate something.

1 THE COURT: Okay. Make sure you speak into --

2 MR. BROOKNER: I'm sorry to interrupt.

3 (Off the record.)

4 MS. SHANKS: Yeah. For purposes of clarity for the
5 record, the batch that Sentynl needs confirmation of that is
6 at Lonza is in the amount of 42.5 kilograms, rather than the
7 43.1.

8 THE COURT: Okay.

9 MR. MORSE: That's fine. And then one other
10 clarification, Your Honor.

11 (Off the record.)

12 MR. MORSE: There were, I think, two references to
13 you may have heard the Japanese distributor.

14 THE COURT: Uh-huh.

15 MR. MORSE: That was in the actual language, that was
16 an example. And just for the record, any references to the
17 Japanese distributor are examples, not an exclusive, you know,
18 end point for where the information may be shared with --

19 THE COURT: Okay.

20 MR. MORSE: -- or to whom the information may be
21 shared with. That's all clear in the actual words of the
22 document.

23 THE COURT: Okay.

24 MR. MORSE: But I just want to make sure for the
25 purposes of the record that that's not exclusively available

1 just for us to share only with the Japanese distributor.

2 THE COURT: Okay. Got it. And with that one
3 clarification, --

4 MR. MORSE: And then --

5 THE COURT: -- does Sentynl agree with everything
6 that was just read into the record?

7 MR. MORSE: The only thing about the clarification,
8 on the 42.5, I think it's approximately 42.5.

9 MS. SHANKS: That's right.

10 MR. MORSE: And I think that's -- as long as we all
11 agree.

12 THE COURT: Okay.

13 MR. MORSE: We're dealing with, you know, volumes
14 that neither party actually has control over. And so we're
15 dealing in information that we believe to be approximate and
16 we're using our good faith and best estimates.

17 THE COURT: Okay.

18 MR. MORSE: So I just want to make sure that that is
19 clear on the record.

20 THE COURT: All right. Well, thank you.

21 MS. SHANKS: I have one more thing, additionally.

22 THE COURT: Okay.

23 MS. SHANKS: The parties just wanted to also agree to
24 the language that's going to be in our agreed order before the
25 Court, assuming that the Court also agrees. So we would

1 propose the following language: The interim agreement as
2 stated on the record at the hearing on April 29th, 2024, is
3 hereby approved in all respects.

4 THE COURT: 2025.

5 MS. SHANKS: 2025. Thank you.

6 THE COURT: Okay.

7 MS. SHANKS: And then we would --

8 THE COURT: Continue. I thought I cut you off. Did
9 I cut you off?

10 MS. SHANKS: No, that's fine.

11 THE COURT: Okay.

12 MS. SHANKS: Thank you for that correction.

13 And then we would propose that we attach the unsealed
14 portion of the transcript so we could provide that to the
15 applicable parties. And then if the transcript is not
16 immediately available, we would provide the respective email
17 agreements.

18 And we also would like the agreed order to say that: All
19 parties are authorized and directed to abide by and comply
20 with the terms of this order. And then we would just include
21 a standard retention of jurisdiction.

22 THE COURT: Okay. Is Sentynl okay with all of that?

23 MR. MORSE: Yes, Your Honor.

24 THE COURT: Okay.

25 MR. MORSE: Thank you so much for your indulgence.

1 It was very important for us to get that all on the record.

2 THE COURT: Okay.

3 MR. MORSE: We appreciate it.

4 THE COURT: Okay. Very good. And I appreciate it.

5 MS. SHANKS: Thank you.

6 THE COURT: To say tedious is an understatement, but
7 you all handled tedious very well.

8 MR. MORSE: There was a reason. There was a reason
9 for it.

10 THE COURT: Okay. Anything else?

11 MR. BROOKNER: Your Honor, if I may, I just want to
12 make one quick closing comment after having listened to your
13 soliloquy earlier, because the Trustee's MSJ wasn't really our
14 place to stand up and throw ourselves into the mix. But now
15 that we've got the settlement, I did want -- Ms. Shanks has
16 worked tirelessly, as have our clients, and so we've all
17 worked very hard to get to this point, and we agree with Your
18 Honor that this case does call out for a business solution.
19 And we've tried in the past, going back to last September.
20 We've been unsuccessful. But we are optimistic and hopeful
21 that the parties can find a way to consensus to bring both
22 drugs to market as soon as possible to benefit both sets of
23 patients and constituents.

24 THE COURT: Okay. Thank you for saying that. I
25 appreciate hearing that.

1 All right. Well, so, for now, we are finished with our
2 business in Eiger, I thought, but maybe not.

3 MR. MORSE: Your Honor, Joshua Morse for the record.
4 Just to echo the sentiment that we have all, you know, Sentynl
5 and EIT, has been working tirelessly, as you saw, you know,
6 during this morning's hearing, to get even this interim
7 agreement.

8 It also sparked some additional conversations between the
9 parties about a global settlement that we have been trying to
10 work out that was an extension of those initial settlement
11 discussions that began a long time ago. And as I had
12 mentioned to counsel, we are absolutely open to continuing
13 that dialogue in the hopes of resolving this in a consensual
14 manner.

15 THE COURT: Okay. And I appreciate hearing that as
16 well.

17 Okay. Well, Hawaii is a person to talk to about getting
18 an expedited transcript. Hawaii has many jobs these days. So
19 she'll refer you to anyone she needs to refer you to. But
20 obviously we'll facilitate that to help you out.

21 MR. MORSE: Your Honor, if I may?

22 THE CLERK: It's already assigned. It's taken care
23 of.

24 THE COURT: It's already assigned? Okay. Well, talk
25 to her. She'll let you know who's in charge of that.

1 MR. MORSE: I was just going to let Your Honor know
2 that I would prepare a sort of vanilla order that says, for
3 the reasons stated in the record relative to the motion, run
4 it by Ms. Parisi and get it to Your Honor --

5 THE COURT: Okay.

6 MR. MORSE: -- within the next day or two.

7 THE COURT: Okay. Terrific.

8 MR. MORSE: Thank you.

9 THE COURT: And I'm expecting, likewise, the sealing
10 order that we talked about at the beginning of today.

11 MR. RAY: Yes, Your Honor.

12 THE COURT: Okay. Thank you. We're adjourned.

13 MS. PARISI: Thank you, Your Honor.

14 THE CLERK: All rise.

15 (Proceedings concluded at 12:21 p.m.)

16 --oOo--

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20 CERTIFICATE

21 I certify that the foregoing is a correct transcript from
22 the electronic sound recording of the proceedings in the
above-entitled matter.

23 **/s/ Kathy Rehling**

04/30/2025

24

25 Kathy Rehling, CETD-444
Certified Electronic Court Transcriber

Date

19

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Open Court Proceedings
11:59 a.m. to 12:21 p.m.

PROCEEDINGS

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WITNESSES

-none-

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-none-

RULINGS

Motion for Interim Equitable Relief - *Agreement Reached*

3

END OF PROCEEDINGS

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Exhibit B

Agreed Script

[April 23 email]:

EIT and Sentynl will issue a joint letter to Corden in order to authorize and direct Corden to release the following materials, information, and data to Sentynl, as follows:

Compound W reference Standards / Drug Substance reference Standards:

Corden is permitted, authorized and directed to immediately (or as promptly as possible) release the following materials to Sentynl or its designated recipient (e.g., its Japanese distributor) and engage in direct communications with Sentynl or its designated recipient in furtherance of providing such materials. As the sponsor under the Corden contracts, EIT shall be included on all communications between Corden and Sentynl related to such materials shared under this proposal.

Sentynl must clearly indicate to EIT whether Option a(i) or Option a(ii) will be selected for: (1) Reference Standards, and (2) Lonafarnib Drug Substance Standards, respectively. [Note: Sentynl selects option 1(a)(i) and 2(a)(i), but for both, if the retest fails or the required timing (i.e., the materials are not received and retested prior to their current expiry) is not met, we will need to use option 1(a)(ii) and 2(a)(ii).]

1. Reference Standards:

1. Compound W options (either (i) or (ii)):

- i. Retest current Compound W, issue new Certificate of Analysis (“CoA”) for CPC-IHRS-0164, and provide 25mg to Anges (75mg sent prev.);
- ii. Produce and test new Compound W std lot, issue CoA, and provide 100mg to Anges

2. The following Lonafarnib drug substance (DS”) standard:

1. DS options (either (i) or (ii)):

- i. Retest current Lonafarnib std, issue new CoA for CPC-IHRS-0012, and provide 350mg to Anges;
- ii. Produce and test new Lonafarnib std, issue CoA, and provide 350mg to Anges

Sentynl will be responsible for any direct and indirect costs associated with the release of such materials, including costs of retesting and qualifications of the Reference Standards, issuance of the COA, generation of aliquots, and shipment costs, for work performed for Sentynl under the current Corden contracts. If Sentynl’s direct payment to Corden is not possible for any reason, Sentynl will make payment to EIT per Corden issued invoice, with payment made prior to the release of the material and information.

Information and Data: EIT will provide Sentynl the following Quality Documents, Batch Records, and Stability Data. EIT will provide at no cost to Sentynl, information and data generated prior to November 3, 2024, which was the date on which the Corden contracts were assigned to EIT. For stability data generated after November 3, 2024, EIT is the sponsor of such data providing technical oversight.

Quality Documents:

Corden is permitted, authorized, and directed to immediately (or as promptly as possible) release the following Quality Documents to Sentyln (at no cost to Sentyln) or its designated recipient (e.g., its Japanese distributor) and engage in direct communications with Sentyln or its designated recipient in furtherance of providing such Quality Documents; provided however, that EIT shall be included on all communications between Corden and Sentyln related to such documents:

1. OOS-605
2. DEV-4889
3. DEV-4906

Batch Records:

EIT will instruct Corden to share these documents to Sentyln (at no cost to Sentyln) directly; provided however, that EIT shall be included on all communications between Corden and Sentyln related to such records:

1. BO2007B034
2. BO2210B024

EIT will permit Corden to provide the following Stability Data per terms outlined below :

As the sponsor who is running the studies with Corden after November 3, 2024, EIT does not lose its ability and rights to provide technical oversight for the following Stability Data Reports and EIT will review and approve the final study reports related to these studies. Sentyln will have the ability to engage directly with Corden with respect to any questions related to these studies, provided that EIT is copied on, or, if verbal, is given an opportunity to participate in, all such communications. These studies cover batches as part of the manufacturing of Lonafarnib for both HDV and Zokinvy and are critical for regulatory and commercial activities for both EIT and Sentyln, respectively. Once the studies are reviewed and finalized by EIT (which shall be done as promptly as possible, and in no event later than two (2) weeks after Corden provides the draft study to EIT) and once Sentyln has made the payments specified below into the escrow, EIT will immediately direct Corden to send the Stability Data Report directly to Sentyln, provided that EIT is copied on all such communications.

1. BO1906P807 – Stability Final Report
 1. EIT will provide this at no cost to Sentyln.
2. BO2011B901 – Stability 36M, 48M (Final Report)
 1. EIT will provide the Stability 36M report at no cost to Sentyln.
 2. The 48M (Final Report) is generated after the Nov. 3, 2024 transfer date and is therefore sponsored by EIT. EIT is not currently in possession of this report. EIT will promptly request the 48M (Final Report), and upon EIT's receipt of the report and Sentyln's payment \$20,000 into the escrow described below, EIT will immediately instruct Corden to provide the report to Sentyln.
3. BO2210B22B – Stability 24M Report

1. The 24M report is generated after the Nov. 3, 2024 transfer date and is therefore sponsored by EIT. EIT is not currently in possession of this report. EIT will promptly request the 24M report, and upon receipt of the report and Sentynl's payment \$20,000 into the escrow described below, EIT will immediately instruct Cordon to provide the report to Sentynl.
4. BO2210B023 – Stability 18M Report
 1. The 18M report is generated after the Nov. 3, 2024 transfer date and is therefore sponsored by EIT. EIT is not currently in possession of this report. EIT will promptly request the 18M report, and upon receipt of the report and Sentynl's payment \$20,000 into the escrow described below, EIT will immediately instruct Cordon to provide the report to Sentynl.
5. BO2210B024 – Stability 12M, 18M Report
 1. EIT will provide the Stability 12M report at no cost to Sentynl.
 2. The 18M is generated after the Nov. 3, 2024 transfer date and is therefore sponsored by EIT. EIT is not currently in possession of this report. EIT will promptly request the 18M (Final Report), and upon receipt of the report and Sentynl's payment \$20,000 into the escrow described below, EIT will immediately instruct Cordon to provide the report to Sentynl.

Sentynl agrees to wire a total of \$100,000 to Gray Reed's trust account, allocated as follows: (i) \$20,000 escrowed with respect to the above Reference Standards and DS Standards in the amount of \$10,000 for the Reference Standards and \$10,000 for the DS Standards; and (ii) \$80,000 escrowed with respect to the Stability Data based on \$20,000 per Stability Study Report as specified above.

If the Court determines that Sentynl owns and/or otherwise has rights to access or use any or all of the reference standards, data and/or information set forth above under the Zokinvy APA and related documents, the \$100,000 (or any applicable portion based on the fair value of the applicable item) will be returned to Sentynl. If the Court determines that Sentynl does not own and/or otherwise has no rights to access or use any or all of the reference standards, data and/or information under the Zokinvy APA and related documents, the \$100,000 (or any applicable portion based on the fair value of the applicable item) will be disbursed to EIT as compensation for Sentynl's use of the materials.

Notwithstanding the amount of money paid into the escrow or otherwise allocated with respect to specific materials and reports under this agreement, each party reserves all rights to dispute, contest, present evidence, etc. about the cost, value, worth, etc. of the materials, information, and data on a go-forward basis – the sum of money identified in this agreement is not a benchmark or standard or liquidated damages amount for valuing the materials, information, and data. Notwithstanding anything in this agreement to the contrary, each party reserves all rights relating to the actual or claimed ownership and/or rights to use or access the materials, information and data that are the subject matter of this agreement (and, for clarity, despite any language to the contrary, Sentynl reserves all rights related to Sentynl's claims that Sentynl either owns or has rights to all of the materials, information and data referenced herein and other materials, information and data as set forth in Sentynl's various motions to date).

Sentynl will withdraw its Expedited Motion for Interim Equitable Relief after receipt of the jointly signed instruction letter to Corden contemplated by this agreement so long as that instruction letter is signed prior to a ruling on Sentynl's Expedited Motion for Interim Equitable Relief.

The parties reserve all rights.

[April 28 email]: EIT will agree to move forward with the interim settlement agreement pending receipt of the inventories from Lonza and Corden as follows:

*EIT will immediately provide Sentynl with access to the items set forth in the parties' latest proposal just stated on the record; *provided that in exchange*, Sentynl agrees that immediately upon confirmation from Lonza that Lonza currently holds at least 43.1 Kg of batch BO2210B024, Sentynl will provide Corden with authorization for the release of the remaining amount of batch BO2210B024 to EIT.

*If Lonza holds less than 43.1Kg, then Sentynl need not provide Corden with any instruction to release any portion of batch BO2210B024 to EIT.

[April 29 email]:

This interim settlement is subject to the following terms.

1. Sentynl will agree to release the previously proposed 19.6KG (or any lesser amount if less), but given the lack of information about this batch, Sentynl does not agree to approve release of "any portion of batch BO2210B024 to EIT."
2. The 19.6KG will not be authorized for release until Sentynl gets written confirmation from Corden confirming that the 19.6KG is not comprised of any sample material, Stage 3 seeds, reference standards or stability materials. The parties agree that 'sample material' means a retained sample from a batch for any of the foregoing purposes (i.e., stage 3 seeds, reference standards, or stability materials).
3. Sentynl is not waiving any rights to bring future claims related to EIT's use of this 19.6KG (just as EIT is not waiving any rights to claim damages for the reference materials being released to Sentynl).
4. The foregoing is based on the requirement that at least 42.5KG (noting that a small amount of the previous 43.1KG has already been used) of the applicable batch is confirmed by Lonza.
5. If Corden requires the Parties to release Corden from any liability or otherwise provide Corden with similar contractual comfort (e.g., indemnification) in order for Corden to act on the Corden Instruction Letter, each Party will immediately provide Corden with all such requested contractual comfort.