



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 3, 2025


United States Bankruptcy Judge

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

In re:)	
)	Chapter 11
EIGER BIOPHARMACEUTICALS, INC., <i>et al.</i> , ¹)	
)	Case No. 24-80040 (SGJ)
)	
Debtors.)	(Jointly Administered)
)	

**STIPULATION AND AGREED ORDER
RESOLVING CONTESTED MATTERS**

Sentynl Therapeutics, Inc. ("Sentynl"), and EIT Pharma, Inc., formerly known as Eiger InnoTherapeutics, Inc. ("EIT" and together with Sentynl, the "Parties"), hereby submit this Stipulation and Agreed Order Resolving Contested Matters in full and final resolution of the following matters (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.



- (A) *Sentynl Therapeutics, Inc. 's Motion (I) to Enforce the Zokinvy Sale Order and (II) for Contempt Against Eiger Innotherapeutics, Inc.* [Docket No. 779/781] (the “Sentynl Motion to Enforce”); and
- (B) *EIT Pharma, Inc., Formerly Known as Eiger InnoTherapeutics, Inc. 's Emergency Motion to Confirm Terms of Lonafarnib/Lambda Sale Order* [Docket No. 787] (“EIT Motion” and together with the Sentynl Motion to Enforce, the “Contested Matters”).

THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. The Settlement Agreement, attached hereto as **Exhibit A** (the “Settlement Agreement”), is hereby approved in all respects.
2. The Settlement Agreement fully and finally resolves the Contested Matters.
3. The Parties are authorized and directed to enter into the Settlement Agreement and to perform, execute, and deliver all documents, and take all actions reasonably necessary or desirable, to immediately effectuate, comply with, and implement the terms of the Settlement Agreement in accordance with its terms.
4. This Stipulation and Agreed Order shall be immediately effective and enforceable upon entry by the Court.
5. This Court retains exclusive jurisdiction over all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order and the Settlement Agreement, and the Parties expressly consent to such jurisdiction.

END OF ORDER

AGREED AS TO FORM AND CONTENT:

GRAY REED

By: Jason. S. Brookner
Jason S. Brookner
Texas Bar No. 24033684
Emily F. Shanks
Texas Bar No. 24110350
1601 Elm Street, Suite 4600
Dallas, TX 75201
Telephone: (214) 954-4135
Facsimile: (214) 953-1332
Email: jbrookner@grayreed.com
eshanks@grayreed.com

-and-

GOODWIN PROCTER LLP

Kizzy L. Jarashow (*pro hac vice*)
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Telephone: (212) 813-8800
Email: kjarashow@goodwinlaw.com

-and-

David R. Chen (*pro hac vice*)
520 Broadway Suite #500
Santa Monica, CA 90401
Telephone: (424) 252-6400
Email: davidchen@goodwinlaw.com

***Counsel to EIT Pharma, Inc., formerly
known as Eiger InnoTherapeutics, Inc.***

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: Reed C. Trechter
L. James Dickinson
Texas Bar No. 24105805
Reed C. Trechter
Texas Bar No. 24195454
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: (713) 276-7600
Email: james.dickinson@pillsburylaw.com
reed.trechter@pillsburylaw.com

-and-

Joshua D. Morse
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111-5998
Telephone: (415) 983-1202
Email: joshua.morse@pillsburylaw.com

Counsel for Sentynl Therapeutics, Inc.

Exhibit A

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is entered into as of June 27, 2025, by and between Sentynl Therapeutics, Inc. (“Sentynl”), and EIT Pharma, Inc. (“EIT,” and together with Sentynl, the “Parties” or each a “Party”).

Recitals

WHEREAS, on April 1, 2024 (the “Petition Date”), Eiger Biopharmaceuticals, Inc., and certain affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors’ chapter 11 cases are pending under Case No. 24-80040 (the “Chapter 11 Cases”), in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Court”).

WHEREAS, on April 24, 2024, the Court entered its *Order (I) Approving the Sale of the Debtors’ Zokinvy Assets, (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto, and (III) Granting Related Relief* [Docket No. 162] (the “Zokinvy Sale Order”), approving that certain *Asset Purchase Agreement by and between Sentynl Therapeutics, Inc., as Purchaser, and Eiger BioPharmaceuticals, Inc., as Seller, Dated March 31, 2024* (the “Zokinvy APA”).¹

WHEREAS, on August 21, 2024, the Court entered its *Revised Order (I) Authorizing the Sale of the Lonafarnib and Lambda Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (II) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, (III) Granting the Purchaser the Protections Afforded to A Good Faith Purchaser, (IV) Approving Purchaser Protections in Connection with the Sale of the Lonafarnib and Lambda Assets, and (V) and Granting Related Relief* [Docket No. 558] (the “Lonafarnib Sale Order”), approving that certain *Asset Purchase Agreement by and Between Eiger InnoTherapeutics, Inc., as Purchaser, and Eiger BioPharmaceuticals, Inc., as Seller, Dated as of August 1, 2024* [Docket No. 490-1] (the “Lonafarnib APA”).

WHEREAS, pursuant to the Lonafarnib APA and the Lonafarnib Sale Order, the Debtors assumed and assigned certain manufacturing contracts to EIT, including the following contracts with Corden Pharma (and/or any affiliate including Corden Pharma Colorado and Corden Pharma International GmbH (collectively, “Corden”) and Lonza Bend Research, Inc. f/k/a Bend Research Inc. (“Lonza”): (1) (a) the Master Services Agreement with CordenPharma, dated March 22, 2016 and (b) the Commercial Quality Agreement with CordenPharma, dated February 19, 2020 (together, with all amendments, work orders, supplements and modifications thereto, the “Corden Contracts”), and (2) (a) the Commercial Quality Agreement with Lonza, dated October 17, 2019, as amended by Amendment No. 1 to Quality Agreement, dated February 15, 202 and (b) the Quality Agreement for Commercial Manufacture of Product with Lonza, dated November 1, 2023 (together, with all amendments, work orders, supplements and modifications thereto, the “Lonza Contracts”).

¹ The Zokinvy APA incorporates that certain Sublicense Agreement, dated as of May 3, 2024, by and between Purchaser and the Seller, substantially in the form attached to the Zokinvy APA as Exhibit E [filed under seal pursuant to order at Docket No. 188] (the “Sentynl Sublicense Agreement”).

WHEREAS, on March 7, 2025, Sentynl filed its *Motion (I) to Enforce the Zokinvy Sale Order and (II) for Contempt Against Eiger Innotherapeutics, Inc.* [Docket No. 779] (the “Motion to Enforce”).

WHEREAS, on March 24, 2025, EIT filed its *Emergency Motion to Confirm Terms of Lonafarnib/Lambda Sale Order* [Docket No. 787] (the “Motion to Confirm” and together with the Motion to Enforce, the “Dispute”).

WHEREAS, on April 21, 2025, Sentynl filed its Expedited Motion for Interim Equitable Relief [Docket No. 834] (the “Motion for Equitable Relief”).

WHEREAS, on April 29, 2025, the Parties agreed to an Interim Settlement Agreement, resolving the Motion for Equitable Relief. The Court approved the Interim Settlement Agreement pursuant to its *Joint Stipulation and Agreed Order* [Docket No. 866] (the “Interim Settlement Agreement”).

WHEREAS, the Parties selected Hon. Harlin DeWayne Hale (ret.) to serve as mediator (the “Mediator”) to mediate the Dispute and participated in a mediation of the Dispute commencing on May 16, 2025, and continuing through to May 19, 2025.

WHEREAS, to avoid further costs, inconvenience, and burdens of further litigation, the Parties wish to resolve and fully settle and compromise the Dispute, including all outstanding claims, without either Party admitting any facts or liabilities in connection with the Dispute or any other claims or lawsuits, whether threatened, filed, or otherwise.

Agreement

NOW THEREFORE, in consideration of the recitals set forth above and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Stipulated Order.** Within seven (7) calendar days following execution of this Agreement by both Parties, the Parties shall seek entry of an agreed stipulation and order with the Court approving this Agreement (the “Stipulated Order”). The Parties shall cooperate with one another, as necessary, to seek and obtain entry of the Stipulated Order.

2. **Effective Date.** The “Effective Date” of this Agreement (for purposes of Section 16 and as otherwise expressly stated herein) is the date on which (a) signature pages to this Agreement have been executed by the Parties, as applicable, and have been delivered to the Parties, as applicable, and released; (b) the Stipulated Order becomes a final, non-appealable order; (c) the Settlement Payment has been received by Sentynl; and (d) the authorizations, confirmations, directions, and or instructions, as applicable, required under Sections 7, 8, 11, and 12 hereof have been completed.

3. **Settlement Payment.** Within three (3) business days following entry of the Stipulated Order, EIT shall pay Sentynl cash in the amount of \$450,000.00 (the “Settlement Payment”) pursuant to wire instructions provided in writing (and verified orally as necessary) by Sentynl to EIT.

4. **Transferred Assets.** Except as otherwise set forth herein, EIT and Sentynl shall each retain their respective rights to “Transferred Assets” and other licensed rights acquired and specified pursuant to the Lonafarnib APA and the Zokinvy APA, respectively. Without limiting the foregoing, EIT and Sentynl agree that each of them acquired rights with respect to all pre-November 3, 2024, data and information set forth on **Exhibit A**, attached hereto.

5. **Double Sold Materials.** Notwithstanding Section 4 hereof, EIT agrees that Sentynl owns the “Double Sold Materials”, which term refers to (i) the raw materials that were first sold by the Debtors to Sentynl set forth on Schedule 3.3(a) of the Sentynl Sublicense Agreement incorporated into the Zokinvy APA; and (ii) 50 grams of raw material lots which were thereafter purportedly sold by the Debtors to EIT set forth on Schedule 2.1(h) of the Lonafarnib APA in the “Reference Material” table, *but only* to the extent of the amount sold to Sentynl as identified on Schedule 3.3(a) of the Sentynl Sublicense Agreement.

6. **Historic Information.**

- a. Within three (3) business days of any request made by Sentynl to EIT for information and data collected before November 3, 2024 (“**Historic Information**”): (i) EIT shall authorize and direct any applicable third party to provide a copy of such Historic Information to Sentynl, if available; or (ii) Sentynl and EIT shall, within three (3) business days of any request by Sentynl, each authorize, direct, and instruct Corden and Lonza (or any applicable third party) to share such Historic Information with Sentynl directly, at no cost to Sentynl. To the extent Sentynl requests customized copies of Historic Information that carry additional costs and/or expenses, Sentynl shall be fully responsible to pay all such additional direct and indirect costs and/or expenses directly to Corden and/or Lonza (or any applicable third party).
- b. If Sentynl requests from EIT any data or information produced after November 3, 2024, that arises from historic batches or historic activities (the “**Related Historic Information**”), EIT agrees to authorize, direct, and instruct any applicable third party to provide such Related Historic Information to Sentynl *provided that* Sentynl shall pay for the direct costs of providing and producing such Related Historic Information directly to any applicable third party if possible, and directly to EIT (at EIT’s actual cost) if EIT has already incurred such costs.
- c. For any other data and information produced after November 3, 2024, Sentynl shall contract directly with the applicable third party for such data and information. EIT is not responsible for Sentynl’s receipt of such data and information, but EIT shall not do anything to directly or indirectly block or interfere with Sentynl’s receipt of such data and information.

7. **Information and Materials to Sentynl.** EIT shall direct, authorize, and instruct in writing, with a concurrent copy to Sentynl, the applicable third party to provide Sentynl with the following information and materials:

- a. Reference materials and corresponding certificates of analysis for Compound W (Lot CPC-IHRS-0164: 1 g); and
- b. Reference materials and corresponding certificates of analysis for drug substance (Lot CPC-IHRS-0012: 50% of available current inventory); and
- c. 50% of current inventory of the Impurity Markers located at Corden identified on **Exhibit B** attached hereto. Such direction, authorization, and instruction shall occur within two (2) business days of entry of the Stipulated Order; and
- d. The following seed materials:
 - i. 50% of current inventory of Stage 3 Lot BO2011B901; and
 - ii. At Sentynl's election, either:
 1. 2.5 kg of Stage 1 Seed when EIT manufactures its next batch whether through Corden or through another manufacturer (which shall be released in accordance with industry standard with the applicable certificate of analysis); or alternatively
 2. 50% of the Stage 1 Seed that is currently held at Corden. Within seven days of the execution of this Agreement, EIT shall request an inventory of the Stage 1 Seed at Corden, including the batch number and quantity (in kg) copying Sentynl.

8. **Materials to EIT.**

- a. Sentynl shall direct, authorize, and instruct Lonza to provide EIT with 17.9 kg of the API/drug substance batch (Lot #: BO2011B901/0000984426) at Lonza that expired in January 2025, within two (2) business days of entry of the Stipulated Order.
- b. Sentynl shall direct, authorize, and instruct Lonza to provide EIT with 6 kg from the approximately 42.5 kg API/drug substance batch (Lot#s BO2210B024/001251816) currently at Lonza, within two (2) business days of entry of the Stipulated Order.

9. **Sentynl Contract(s) with Corden.** Sentynl may enter into one or more contracts with Corden.

10. **Lonza Exclusivity.** EIT perpetually and irrevocably waives the exclusivity provision in Section 2.8 of that certain Commercial Manufacturing Services and Supply

Agreement by and between Eiger Bio and Lonza dated October 9, 2019 or any other applicable provisions therein. Such waiver is only effective as to Sentynl and no other third party. Lonza is hereby perpetually and irrevocably permitted to freely enter into agreements with Sentynl as mutually agreed upon by Sentynl and Lonza, and EIT will not take any action to prevent Sentynl from contracting with Lonza, including, but not limited to claiming any breach of the Lonza Agreement as it may be amended from time to time. For the avoidance of doubt, the waiver contained in this Agreement supersedes any language to the contrary in the Commercial Manufacturing Services and Supply Agreement. This Section 10 shall be binding on EIT's successors and assigns and EIT shall cause its affiliates to comply with the obligations of EIT herein.

11. **Corden and Lonza Joint Letters.** Within two (2) business days of entry of the Stipulated Order, EIT shall confirm in writing to each of Corden and Lonza in a joint letter with Sentynl (the "Joint Letters") that Corden and Lonza are each free to enter into direct manufacturing contractual relationships with Sentynl in any manner that Sentynl and Corden or Sentynl and Lonza, as applicable, may agree. The Joint Letters shall also authorize Corden and Lonza to, among other things, produce API and SDD in accordance with the terms hereof.

12. **Stability Studies.** For the ongoing stability studies listed in the chart immediately below, which are performed under EIT's contracts with Corden and Lonza with data collected after November 3, 2024, EIT shall authorize and direct Corden or Lonza, as applicable, to directly provide Sentynl with a copy of such ongoing stability studies if requested by Sentynl. Sentynl shall be responsible for 50% of the cost of each vendor invoice. Within seven (7) business days of entry of the Stipulated Order, EIT shall authorize and direct Corden and Lonza to share a copy of the requested stability studies and corresponding reports, if applicable, directly to Sentynl with EIT copied or otherwise included on all correspondence (if such report is available). The last timepoint for such stability studies and corresponding reports is expected to be completed by 2027.

<u>Material</u>	<u>Lot#</u>	<u>Stability Report</u>
SDD	00-0120	24M and 36M
	22-0424	36M
API*	BO2210B024	24M, 36M, 48M
	BO2109B007	36M, 48M
API Intermediates*	BO2210B22B	36M, 48M
	BO2210B023	24M, 36M, 48M

#Timeline provided in the table is estimated; actual timeline might differ.

* Assuming Corden continued the studies during the legal proceedings

13. **Corden Contracts.** Subject to Sections 9, 11 and 12 hereof, Sentynl shall not contest, and agrees, that the Corden Contracts were assigned and transferred to EIT.

14. **Escrow Payment from Interim Settlement Agreement.** The \$100,000.00 held in Gray Reed's trust account under the terms of the Interim Settlement Agreement shall be disbursed as follows, within seven (7) business days of either (i) release of the physical materials; or (ii) receipt of an invoice from Corden or Lonza, as applicable:

- a. To EIT: \$10,000 per standard for the Compound W standard and drug substance standard actually released (*i.e.*, the physical materials actually shipped to AnGes) under the Interim Settlement Agreement;
- b. To EIT: Any additional amounts, pursuant to the 50% sharing arrangement under Section 12 hereof, only upon receipt of an invoice from Corden or Lonza, as applicable, for work actually performed for any stability studies between November 3, 2024, and present to complete such work; and
- c. To Sentynl: Any remaining residual amount in the Gray Reed trust account as of the earlier of: (i) July 31, 2026; or (ii) three (3) business days after Corden or Lonza (as applicable) have released the materials, data, and information subject to the Interim Settlement Agreement and any disbursements in (a) and (b) immediately above have been made to EIT.

15. **Incorporation of Interim Settlement Agreement.** The terms of the Interim Settlement Agreement remain in full force and effect, are hereby incorporated herein by reference, and the Parties agree to be bound thereby, *provided that* the following provisions in the Interim Settlement Agreement are hereby terminated and no longer of any force or effect:

- a. "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) shall 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) shall be disbursed to EIT as compensation for Sentynl's use of the materials." *See* Interim Settlement Agreement, page 13:11–23, attached hereto as **Exhibit C**.
- b. "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)." See Exhibit C, at 13:24–25–14:1–18.

c. "The parties reserve all rights." See Exhibit C, at 14:24.

16. **Mutual Releases.** To the maximum extent permitted by law, effective as of the Effective Date, the Parties mutually release each other, and each of their respective heirs, devisees, legatees, executors, administrators, successors, assigns, agents, representatives, businesses, insurers, subrogates, attorneys, affiliates, parent companies, subsidiaries, divisions, partnerships, partners, joint ventures, predecessors, owners, officers, directors, trustees, managers, conservators, employees, contractors and shareholders of and from any and all past and present claims, causes of action, interests, damages, remedies, demands, rights, actions suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, including, but not limited to, claims under any federal, state or local statute, regulation or ordinance, all tort, breach of contract and/or common law claims, and all claims for attorneys' fees and/or costs, which any of the Parties has or may have against each other, including but not limited to the Dispute. Nothing herein shall relieve any Party from its obligations under this Agreement.

The foregoing covers all claims, known or unknown, and the Parties waive the protections of California Civil Code Section 1542 (and any statute or law similar thereto), which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release and that, if known, would have materially affected their settlement with the released party."

Neither EIT nor Sentynl is responsible for the provision of data, information, or materials that do not exist at the time of the request for such data, information, or materials, or are otherwise not in EIT's or Sentynl's custody or control. EIT and Sentynl shall not be liable or otherwise responsible for any damages, claims or causes of action arising from or relating to any data, information, or materials provided pursuant to this Agreement other than for fraud, gross negligence, or bad faith. EIT and Sentynl each disclaim all liability for any issues or defects with any data, information, or materials provided to EIT or Sentynl pursuant to this Agreement other than with respect to fraud, gross negligence, or bad faith. Except as expressly provided herein, EIT shall not be responsible for directly providing any information, data, or materials to Sentynl pursuant to this Agreement; all data, information, or materials requested by Sentynl pursuant to this Agreement shall be provided directly by Corden or Lonza or any other applicable third party.

17. **No Admission.** Neither of the Parties admits any wrongdoing or liability whatsoever related to the Dispute or otherwise, and any and all such wrongdoing or liability is expressly denied by each Party.

18. **Adequate Consideration.** Each Party acknowledges that it has received adequate and sufficient consideration to support its obligations hereunder and the releases provided herein.

19. **Conditions Precedent.** Unless otherwise specified herein, all actions required to be taken based on the terms hereof shall be completed within seven (7) calendar days of entry of the Stipulated Order.

23. **Attorneys' Fees and Costs.** Each Party shall bear its own attorneys' fees and costs incurred in connection with the Dispute.

24. **Dispute Resolution:** To the extent a dispute arises after the Effective Date under or relating to this Agreement, the Parties agree to schedule a formal mediation within thirty (30) calendar days of a Party's written request for a formal mediation. In such event, the Parties shall mutually agree to a mediator. The parties shall equally bear the cost of such formal mediation and each party shall bear their respective counsel fees. If formal mediation is unsuccessful and the Parties are at an impasse, either Party may institute litigation, consistent with the terms of this Agreement.

25. **Merger.** This Agreement contains the full, final, and complete agreement of the Parties and supersedes all prior negotiations, understandings, representations, warranties, and agreements pertaining to the subject matter of this Agreement, except as set forth above with respect to the terms of the Interim Settlement Agreement.

26. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall nevertheless survive and remain in full force and effect and shall in no way be affected, impaired, or invalidated.

27. **Voluntary Agreement and Advice of Counsel.** The Parties hereto acknowledge, represent, and declare that they have been represented in the negotiations for and in the performance of this Agreement by counsel of their own choice or have had such opportunity; that they have carefully read this Agreement; that they have had this Agreement fully explained to them by such counsel or have had such opportunity; and that they understand and are fully aware of the contents, implications, and ramifications of this Agreement and of its legal effect. This Agreement, including all of its terms and conditions, was negotiated at arms'-length and represents a final, mutually agreeable, and acceptable agreement. The Parties further acknowledge, represent, and declare that they sign this Agreement freely, voluntarily, of their own free shall and volition, and without duress.

28. **Authority and Binding Effect.** The Parties represent and warrant that they have the full right and authority to execute this Agreement. The Parties represent and warrant that the signatory below has the full right and authority to sign for and bind the Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, parents, subsidiaries, affiliates, representatives, officers and directors, successors, heirs, and assigns.

29. **Mutual Construction.** This Agreement shall be construed as if both Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against either Party.

30. **Disclaimer of Reliance.** Each Party warrants and represents that no express or implied promise, agreement, representation, inducement, or condition not set forth in this Agreement has been made or relied upon by said Party in executing this Agreement and disclaims any reliance on any such express or implied promise, agreement, representation, inducement, or other condition.

31. **Further Assurances.** Each Party agrees to take or cause to be taken any and all actions and to execute and deliver any and all additional documents, instruments, and writings necessary to consummate, make effective, and carry out the terms and provisions of this Agreement.

32. **Headings.** The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Agreement.


33. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are signatory to the original or the same counterpart. A photocopy of the executed version of this Agreement is for all purposes deemed original.

34. **Jurisdiction and Choice of Law.** This Agreement shall be interpreted and construed pursuant to the laws of the State of Delaware without regard to its conflicts of law rules. The Court has exclusive jurisdiction over any and all disputes between or among the Parties, whether in law or equity, arising out of, relating to, or connected with this Agreement, and the Parties hereby consent to and submit to the jurisdiction of the Court for any such action.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EIT PHARMA, INC.

Signed by:
By: 
C0388CFE520F471...
Leen Kawas
Chief Executive Officer

SENTYNL THERAPEUTICS, INC.

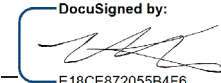
DocuSigned by:
By: 
E18CE872055B4F6...
Michael Hercz
Senior Vice President and General Counsel

Exhibit A

1. Corden

- a. Final QA-signed-off Batch Records, CoC, CoA, Analytical Report
 - i. BO1910B006
 - ii. BO1912B007
 - iii. BO2002B002
 - iv. BO2011B901
 - v. B02007B034
 - vi. BO2105B801
 - vii. BO2106B030
 - viii. BO2109B007
 - ix. BO2210B022B
 - x. BO2210B023
 - xi. BO2210B024
- b. Quality Documents
 - i. Any Deviations, CCs, quality events related to the following batches:
 - 1. BO1910B006
 - 2. BO1912B007
 - 3. BO2002B002
 - 4. BO2011B901
 - 5. B02007B034
 - 6. BO2105B801
 - 7. BO2106B030
 - 8. BO2109B007
 - 9. BO2210B022B
 - 10. BO2210B023
 - 11. BO2210B024
- c. Risk Assessments and Design of Experiments (DoE) Data
 - i. Genotoxic Assessment (PGI) Reports for starting materials, raw materials and intermediates
 - ii. LonaFarnib Structure Elucidation Report
 - iii. Fate of Impurity Report
 - iv. Stage 1
 - 1. Process Risk Assessment FEMA
 - 2. DoE Protocol and Report
 - v. Stage 2
 - 1. Process Risk Assessment FEMA
 - 2. DoE Protocol and Report
 - vi. Stage 3
 - 1. Process Risk Assessment FEMA
 - vii. DoE Protocol and Report

- d. APQR
 - i. 2020-2021 – requested from Charissa 1/17 (draft provided, not final)
 - ii. 2022-2023 – requested from Charissa 1/17 (unreadable version provided)
 - iii. 2023-2024
- e. Access to all Methods, Method Validation (Protocols and Reports), for Testing/Retesting/IPC Analysis
 - i. BP1515-JJ (RSM) – GMP release
 - ii. BP1515-LT (RSM) – incoming
 - iii. BP1515-WA
 - iv. BP1515-Y
 - v. BP1515-YYC
- f. Raw Material Vendor CoA's

i. **Stage 1**

Raw Material Required
Toluene
Ethylbenzene
Quinine
2-Isopropylaniline
Lithium Diisopropylamide (LDA 9500) (2M in THF/heptane/ethylbenzene)
Purified Water
Hydrochloric Acid
Potassium Carbonate
Boc-L-Asparagine
Methanol (HPLC Grade High Purity)
t-Butyl Methyl Ether
Sodium Hydroxide

ii. **Stage 2**

Raw Material Required
Methyl tert-butyl ether (MTBE)
n-Butanol
Sodium Carbonate
Sodium Cyanate
Tetrahydrofuran (THF)

2. Lonza

- a. Final Batch Records, CoC, CoA
 - i. 18-0300
 - ii. 21-0078
 - iii. 22-0424
- b. Quality Documents
 - i. Any Deviations, CCs, quality events related to the following batches:
 - 1. 21-0078
 - 2. 22-0424
 - 3. 00-0120
 - 4. 00-0332
- c. CMC Reports and Assessments
 - i. Process Risk Assessment FEMA
 - ii. DoE Protocol and Report
- d. APQR
 - i. 2023-2024
- e. Access to all Methods, Method Validation (Final, QA-signed-off Protocols and Final, QA-signed-off Reports), for Testing/Retesting/IPC Analysis
 - i. DS (incoming)
 - ii. SDD

Exhibit B

Impurity Markers

Impurity
Des-10-bromo-lonafarnib
Des-10-bromo-compound 1
3,8-Dichloro-lonafarnib
3,8-Dichloro-compound 1
Delta 5,6-lonafarnib
Delta 5,6-compound 1
10-Iodo -lonafarnib
10-Iodo - compound 1
Diurea-lonafarnib
Diurea- compound 1
Hydroxy (PAA-HPN)
Impurity B (WPA-MPN)
Intermediate 1 (BnPA-H)
Intermediate 2 (BnPA-M)
Tribromochloro- γ -2-lonafarnib
Tribromochloro- γ -2 -compound 1
BP1515-T
BP1515-WA Enantiomer
BP1515-YYC Chiral Impurity (S)-enantiomer
Genotoxic impurity JJ-4a (nitro precursor of Compound I)
Genotoxic impurity JJ-4b (nitro precursor of Compound I)
Genotoxic impurity JJ-5a (amino precursor of Compound I)
Genotoxic impurity JJ-5b (amino precursor of Compound I)

Exhibit C

Interim Settlement Agreement



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:)	Chapter 11
)	
EIGER BIOPHARMACEUTICALS, INC., <i>et al.</i> ¹)	Case No. 24-80040 (SGJ)
)	
Debtors.)	(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
Jason S. Brookner
Texas Bar No. 24033684
Emily F. Shanks
Texas Bar No. 24110350
1601 Elm Street, Suite 4600
Dallas, TX 75201
Telephone: (214) 954-4135
Facsimile: (214) 953-1332
Email: jbrookner@grayreed.com
eshanks@grayreed.com

-and-

GOODWIN PROCTER LLP

Kizzy L. Jarashow (*pro hac vice*)
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Telephone: (212) 813-8800
Email: kjarashow@goodwinlaw.com

-and-

David R. Chen (*pro hac vice*)
520 Broadway Suite #500
Santa Monica, CA 90401
Telephone: (424) 252-6400
Email: davidchen@goodwinlaw.com

***Counsel to EIT Pharma, Inc., formerly
known as Eiger InnoTherapeutics, Inc.***

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: /s/ Joshua D. Morse (with permission)
L. James Dickinson
Texas Bar No. 24105805
Reed C. Trechter
Texas Bar No. 24195454
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: (713) 276-7600
Email: james.dickinson@pillsburylaw.com
reed.trechter@pillsburylaw.com

-and-

Joshua D. Morse
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111-5998
Telephone: (415) 983-1202
Email: Joshua.morse@pillsburylaw.com

Counsel for Sentynl Therapeutics, Inc.

Case 24-80040-sgj11 Doc 889 Filed 07/03/25 Entered 07/03/25 17:30:26 Desc
Main Document Page 23 of 47
Case 24-80040-sgj11 Doc 866 Filed 05/02/25 Entered 05/02/25 10:19:10 Desc
Main Document Page 4 of 28

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
1601 Main Street, Suite 4600
Dallas, TX 75201
(469) 320-6132

For Sentynl Therapeutics, Inc.: Hugh M. Ray, III
Lawrence James Dickinson
PILLSBURY WINTHROP SHAW PITTMAN,
LLP
609 Main, Suite 2000
Houston, TX 77002
(713) 276-7600

For Sentynl Therapeutics, Inc.: Joshua D. Morse
PILLSBURY WINTHROP SHAW PITTMAN,
LLP
Four Embarcadero Center,
22nd Floor
San Francisco, CA 94111-5998
(415) 983-1202

For Sentynl Therapeutics, Inc.: Mark Stromberg
STROMBERG STOCK
8350 N. Central Expressway,
Suite 1225
Dallas, TX 75206
(972) 458-5353

1 APPEARANCES, cont'd.:

2 For the Liquidating Rachel A. Parisi
Trustee:: PORZIO, BROMBERG & NEWMAN, P.C.
3 100 Southgate Parkway
Morristown, NJ 07962
4 (973) 889-4261

5 For the Liquidating S. Margie Venus
Trustee: MCKOOL SMITH
6 600 Travis Street, Suite 7000
Houston, TX 77002
7 (713) 485-7315

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

11 Transcribed by: Kathy Rehling
12 311 Paradise Cove
Shady Shores, TX 76208
13 (972) 786-3063

14

15

16

17

18

19

20

21

22

23

24

25 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 Sentynl 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 lonafernib for both HDV and Zokinvy, and are critical for
9 regulatory and commercial activities for both EIT and Sentynl,
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 Sentynl has made the payment specified below into
15 escrow, EIT will immediately directly Corden to send the
16 stability data report directly to Sentynl, 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 Sentynl.

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 Sentynl. 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 B02210B024, Sentynl
9 will provide Corden with authorization for the release of the
10 remaining amount of Batch B02210B024 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 B02210B024 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 B02210B024 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.

18

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--

17

18

19

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

INDEX

1 Open Court Proceedings
2 11:59 a.m. to 12:21 p.m.

3 PROCEEDINGS 3

4 WITNESSES

5 -none-

6 EXHIBITS

7 -none-

8 RULINGS

9 Motion for Interim Equitable Relief - *Agreement Reached* 3

10 END OF PROCEEDINGS 18

11 INDEX 19

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Case 24-80040-sgj11	Doc 889	Filed 07/03/25	Entered 07/03/25 17:30:26	Desc
	Main Document		Page 43 of 47	
Case 24-80040-sgj11	Doc 866	Filed 05/02/25	Entered 05/02/25 10:19:10	Desc
	Main Document		Page 24 of 28	

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) Lonafernib 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 Lonafernib drug substance (DS”) standard:

1. DS options (either (i) or (ii)):
 - i. Retest current Lonafernib std, issue new CoA for CPC-IHRS-0012, and provide 350mg to Anges;
 - ii. Produce and test new Lonafernib 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 Sentynl (at no cost 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 Quality Documents; provided however, that EIT shall be included on all communications between Corden and Sentynl related to such documents:

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

Batch Records:

EIT will instruct Corden to share these documents to Sentynl (at no cost to Sentynl) directly; provided however, that EIT shall be included on all communications between Corden and Sentynl 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. Sentynl 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 Sentynl, 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 Sentynl has made the payments specified below into the escrow, EIT will immediately direct Corden to send the Stability Data Report directly to Sentynl, provided that EIT is copied on all such communications.

1. BO1906P807 – Stability Final Report
 1. EIT will provide this at no cost to Sentynl.
2. BO2011B901 – Stability 36M, 48M (Final Report)
 1. EIT will provide the Stability 36M report at no cost to Sentynl.
 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 Sentynl's payment \$20,000 into the escrow described below, EIT will immediately instruct Corden to provide the report to Sentynl.
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.