



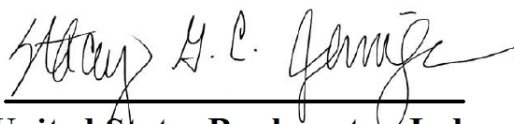
CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**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.*<sup>1</sup>

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"):

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Eiger BioPharmaceuticals, Inc. (1591); EBPI Merger Inc. (9986); EB Pharma LLC (8352); Eiger BioPharmaceuticals Europe Limited (N/A); and EigerBio Europe Limited (N/A). The Debtors' service address is 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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Emily F. Shanks  
Texas Bar No. 24110350  
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-and-

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-and-

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

**PILLSBURY WINTHROP SHAW PITTMAN LLP**

By: /s/ Joshua D. Morse (with permission)  
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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  
)

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

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

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

1 APPEARANCES, cont'd.:

2 For the Liquidating  
3 Trustee::

Rachel A. Parisi  
PORZIO, BROMBERG & NEWMAN, P.C.  
100 Southgate Parkway  
Morristown, NJ 07962  
(973) 889-4261

5 For the Liquidating  
6 Trustee:

S. Margie Venus  
MCKOOL SMITH  
600 Travis Street, Suite 7000  
Houston, TX 77002  
(713) 485-7315

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.)

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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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PROCEEDINGS

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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 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.