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

In re: EIGER BIOPHARMACEUTICALS, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 24–80040 (SGJ) (Jointly Administered)

STIPULATION BY AND BETWEEN THE LIQUIDATING TRUSTEE AND DAVID CORY TO FURTHER EXTEND TIME TO FILE ADVERSARY PROCEEDING COMPLAINT FOR AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS

This stipulation (the "Stipulation") is made and entered into as of May 22, 2026 (the "Agreement Date"), by and between Dundon Advisors, in its capacity as liquidating trustee (the "Liquidating Trustee") of the Liquidating Trust of Eiger Biopharmaceuticals and its Debtor Affiliates (the "Liquidating Trust"), established by the *Fifth Amended Joint Plan of Liquidation of*

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

Eiger Pharmaceuticals and its Debtors Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 635] (the "Plan")[2] in the above-captioned chapter 11 bankruptcy proceedings of the above-captioned post-effective date debtors and debtors-in-possession (the "Debtors") by and through its undersigned counsel, and David Cory ("Claimant" and together with the Liquidating Trustee, the "Parties") by and through its undersigned counsel, who hereby stipulate and agree as follows:

RECITALS

WHEREAS, on April 1, 2024 (the "Petition Date"), the Debtors petitioned this Court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") commencing these cases (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"); and

WHEREAS, on September 5, 2024, the Bankruptcy Court entered the *Order Approving the Debtors' Amended Disclosure Statement and Confirming the Fifth Amended Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and its Debtor Affiliates* [Docket No. 639] (the "Confirmation Order");

WHEREAS, on September 30, 2024 (the "Effective Date"), the Plan became effective and the Liquidating Trust was formed pursuant to the Plan and the Revised Liquidating Trust Agreement;

WHEREAS, pursuant to the Plan, the Confirmation Order, and the Revised Liquidating Trust Agreement, the Liquidating Trustee has exclusive authority and standing to settle or compromise any disputed general unsecured claim and to pursue, settle, or abandon causes of action belonging to the Liquidating Trust, including, among other things, the authority to file,

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

withdraw, or litigate to judgment objections to Claims and Interests, and to prosecute Causes of Action of the Liquidating Trust, including actions to avoid and recover fraudulent transfers under sections 544, 548, 549, and 550 of the Bankruptcy Code and applicable nonbankruptcy law. *See* Plan § IV (D.1); Confirmation Order ¶ 96; Revised Liquidating Trust Agreement §§ 1.1 & 3.1;

WHEREAS, on May 23, 2024, Claimant filed Proof of Claim No. 16 (the "Claim") in the amount of $334,400;

WHEREAS, the Liquidating Trustee believes it may have claims and causes of action against the Claimant and/or one or more transferees, subsequent transferees, beneficiaries, insiders, or affiliates of the Claimant for avoidance and recovery of one or more transfers as fraudulent transfers pursuant to, *inter alia*, sections 544, 548, and 550 of the Bankruptcy Code and applicable state law (collectively, the "Potential Avoidance Actions");

WHEREAS, on March 30, 2026, the Liquidating Trustee filed *the Stipulation by and between the Liquidating Trustee and David Cory to Extend Time to File Adversary Proceeding Complaint* [Docket No. 929] (the "First Stipulation"), seeking an extension of the deadline to commence an adversary proceeding against the Claimant asserting the Potential Avoidance Actions through and including May 25, 2026.

WHEREAS, the Parties are currently engaged in good-faith settlement discussions regarding the Potential Avoidance Actions and the Claim, and have reached an agreement in principle, subject to final documentation and approval by the Oversight Committee;

WHEREAS, absent this Stipulation, the deadline for the Liquidating Trustee to file a complaint asserting the Potential Avoidance Actions, as extended by the First Stipulation through May 25, 2026 (the "First Stipulation Deadline"), together with the applicable statutes of limitations and statutes of repose relating to the Potential Avoidance Actions (collectively, the "Limitation

Period"), may expire before the Parties are able to reach a consensual resolution;

WHEREAS, the Parties desire to (a) further extend the First Stipulation Deadline by an additional thirty (30) days to allow the Parties to continue good faith discussions regarding a consensual resolution, and (b) toll all applicable statutes of limitations and repose with respect to the Potential Avoidance Actions during such extended period, in order to allow the Parties to engage in good faith discussions regarding a consensual resolution; and

WHEREAS, the Parties have agreed upon the terms set forth in this Stipulation.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE PARTIES HERETO ACKNOWLEDGE RECEIVING, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The recitals set forth above are incorporated by reference as though set forth herein at length.

2. The deadline for the Liquidating Trustee to file a complaint commencing an adversary proceeding against the Claimant asserting the Potential Avoidance Actions shall be further extended through and including **June 24, 2026** (the "Extended Deadline"), without prejudice to the Liquidating Trustee's right (i) to seek further extensions of such deadline by agreement of the Parties or by order of the Court, or (ii) to assert that any applicable statute of limitations or repose has not expired for any reason independent of this Stipulation. Nothing herein shall be construed to require the Liquidating Trustee to file any adversary proceeding by the Extended Deadline.

3. The Claimant hereby expressly and irrevocably waives any defense based upon any applicable statute of limitations, statute of repose, laches, waiver, estoppel, prejudicial delay, or any other time-based or statutory period limitation defense (collectively, "Statute of Limitation

Defenses") that may have accrued or that may accrue during the period from the First Stipulation Deadline through and including the Extended Deadline, with respect to the Potential Avoidance Actions. The Claimant agrees that, in the event the Liquidating Trustee files an adversary proceeding complaint asserting the Potential Avoidance Actions on or before the Extended Deadline, the Claimant shall not assert any Statute of Limitation Defense or any other legal or equitable defense premised in whole or in part on the passage of time that would not have been available to the Claimant as of the First Stipulation Deadline.

4. The Parties agree that all applicable statutes of limitations, and any other Limitation Period applicable to the Potential Avoidance Actions shall be tolled from the First Stipulation Deadline through and including the Extended Deadline, and such Limitation Period shall not run during that period. For the avoidance of doubt, this tolling is in addition to, and not in lieu of, any tolling provided under the First Stipulation. If the Liquidating Trustee files a Potential Avoidance Action complaint on or before the Extended Deadline, the complaint shall be deemed timely for all purposes as though it had been filed on or before the First Stipulation Deadline.

5. Except as expressly set forth herein, the Parties reserve all of their respective rights, claims, causes of action, defenses, and arguments, including, without limitation, the right of the Liquidating Trustee to assert any claims or Avoidance Actions, and the right of the Claimant to assert any defenses (other than the Statute of Limitation Defenses waived pursuant to Paragraph 3 above) in connection with any adversary proceeding or other action brought by the Liquidating Trustee. Nothing in this Stipulation shall be construed as an admission of liability, wrongdoing, or responsibility by any Party, nor as a waiver of any right or defense except as expressly provided herein. No actions taken or not taken by the Liquidating Trustee in connection with this Stipulation or any related settlement discussions shall be asserted as evidence of waiver, estoppel,

acquiescence, or lack of diligence.

6. For the avoidance of doubt, the extension, tolling, and waivers set forth in this Stipulation shall apply to (a) the Claimant and any initial transferee, subsequent transferee, beneficiary, insider, affiliate, or entity for whose benefit any transfer was made, and (b) all claims, causes of action, and theories of recovery arising out of or relating to the transfers at issue, including without limitation claims under sections 542, 544, 548, 549, and 550 of the Bankruptcy Code and applicable non-bankruptcy law.

7. This Stipulation and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and each of their respective executors, heirs, successors, and assigns.

8. The Liquidating Trustee, at its own cost and expense, shall take any and all reasonable actions to effectuate the terms of this Stipulation. For the avoidance of doubt, each Party hereto shall bear its own costs, fees, and expenses relating to this Stipulation.

9. The Bankruptcy Court shall retain exclusive jurisdiction with respect to all disputes or controversies arising from or related to this Stipulation.

10. The undersigned warrant that they have full authority on behalf of the Parties to execute this Stipulation.

11. This Stipulation may be executed by the Parties in separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. This Stipulation may be executed by exchange of facsimile or electronic signatures (in PDF or comparable format), which shall be deemed original signatures.

****Signature Page Follows****

STIPULATED AND AGREED:

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