UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15 (d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **October 31, 2018**

SIGA TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**0-23047**	**13-3864870**
(State or other jurisdiction of incorporation or organization)	(Commission file number)	(I.R.S. employer identification no.)
31 East 62nd Street **New York, New York** (Address of principal executive offices)		**10065** (Zip code)

Registrant's telephone number, including area code: (212) 672-9100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On October 31, 2018, SIGA Technologies, Inc., a Delaware corporation (the "Company"), entered into an agreement (the "Asset Purchase Agreement") for, and consummated, the sale of its medical countermeasures priority review voucher ("PRV") to Eli Lilly and Company for a lump sum payment at closing of $80 million (the "PRV Sale"). The Company was awarded the PRV in July 2018 upon approval by the U.S. Food and Drug Administration ("FDA") of SIGA's New Drug Application for oral TPOXX® for the treatment of smallpox. The PRV was awarded by the FDA under a provision that encourages development of medical countermeasures enacted as part of the 21st Century Cures Act (Public Law 114-255).

In connection with the entry into the Asset Purchase Agreement, on October 31, 2018, the Company entered into an amendment (the "Loan Agreement Amendment") to the Loan and Security Agreement (the "Loan Agreement"), dated as of September 2, 2016, by and among the Company, OCM Strategic Credit SIGTEC Holdings, LLC, as lender, Cortland Capital Market Services LLC, in its capacity as administrative agent and collateral agent, and OCM Strategic Credit SIGTEC Holdings, LLC, as sole lead arranger. The Loan Agreement Amendment revised certain definitions and a covenant to permit the PRV Sale, provided that the $80 million consideration, net of certain expenses, be held in a restricted cash account, to be available to be applied to the Company's obligations under the Loan Agreement.

The foregoing description is qualified in its entirety by reference to the Asset Purchase Agreement and the Loan Agreement Amendment, copies of which are attached as Exhibits 2.1 and 10.1 to this Form 8-K and are incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The disclosure regarding the Asset Purchase Agreement contained in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.01.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure regarding the Loan Agreement Amendment contained in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits

(d) The following exhibits are included in this report:

Exhibit No.	**Description**
2.1	Asset Purchase Agreement, dated October 31, 2018, by and between Eli Lilly and Company and SIGA Technologies, Inc.
10.1	Third Amendment to Loan and Security Agreement, dated October 31, 2018, by and among the Company, OCM Strategic Credit SIGTEC Holdings, LLC, as lender, Cortland Capital Market Services LLC, in its capacity as administrative agent and collateral agent, and OCM Strategic Credit SIGTEC Holdings, LLC, as sole lead arranger.
99.1	Press Release, dated November 1, 2018.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SIGA TECHNOLOGIES, INC.

By: /s/ Daniel J. Luckshire
Name: Daniel J. Luckshire
Title: Chief Financial Officer

Date: November 1, 2018

Exhibit 2.1

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

SIGA TECHNOLOGIES, INC.

AND

ELI LILLY AND COMPANY

October 31, 2018

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "***Agreement***") is made and entered into as of October 31, 2018 (the "***Effective Date***"), by and between Eli Lilly and Company ("***Buyer***") and SIGA Technologies, Inc. ("***Seller***"). Buyer and Seller may hereinafter be referred to individually as a "***Party***" and collectively as the "***Parties***."

RECITALS

WHEREAS, Seller is the sole beneficial and record holder of all right, title and interest to the Priority Review Voucher (as defined below).

WHEREAS, Seller and Buyer each (i) desire that Buyer purchase from Seller, and Seller sell, transfer and assign to Buyer, the Purchased Assets (as defined below), all on the terms set forth herein (such transaction and the other transactions contemplated hereunder, collectively, the "***Asset Purchase***"), and (ii) in furtherance thereof, have duly authorized, approved and executed this Agreement, and authorized and approved the other transactions contemplated by this Agreement, in accordance with all applicable Legal Requirements (as defined below).

WHEREAS, Seller and Buyer desire to make certain representations, warranties, covenants and other agreements in connection with the Asset Purchase as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and their mutual undertakings hereinafter set forth, and intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) "Affiliate" means any Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a Party to this Agreement, for so long as such control exists, whether such Person is or becomes an Affiliate on or after the Effective Date. A Person shall be deemed to "control" another Person if it: (i) with respect to such other Person that is a corporation, owns, directly or indirectly, beneficially or legally, at least fifty percent (50%) of the outstanding voting securities or capital stock (or such lesser percentage which is the maximum allowed to be owned by such Person in a particular jurisdiction) of such other Person, or, with respect to such other Person that is not a corporation, has other comparable ownership interest, or (ii) has the power, whether pursuant to Contract, ownership of securities or otherwise, to direct the management and policies of such other Person. For the avoidance of doubt, MacAndrews & Forbes Incorporated shall not be an Affiliate of the Seller for the purposes of this Agreement.

(b) "Business Day" means a day (i) other than Saturday or Sunday and (ii) on which commercial banks are open for business in New York, New York.

(c) "Confidential Information" means (i) any and all confidential and proprietary information, including, but not limited to, data, results, conclusions, know-how, experience, financial information, plans and forecasts, that may be delivered, made available, disclosed or communicated by a Party or its Affiliates or their respective Representatives to the other Party or its Affiliates or their respective Representatives, related to the subject matter hereof or otherwise in connection with this Agreement and (ii) the terms, conditions and existence of this Agreement. "***Confidential Information***" will not include information that (A) at the time of disclosure, is generally available to the public, (B) after disclosure hereunder, becomes generally available to the public, except as a result of a breach of this Agreement by the recipient of such information, (C) becomes available to the recipient of such information from a Third Party that is not legally or contractually prohibited by the disclosing Party from disclosing such Confidential Information; or (D) was developed by or for the recipient of such information without the use of or reference to any of the Confidential Information of the disclosing Party or its Affiliates, as evidenced by the recipient's contemporaneous written records. Notwithstanding anything herein to the contrary, all Confidential Information included within the Purchased Assets shall constitute Confidential Information of the Buyer from and after the Closing Date.

(d) "Confidentiality Agreement" means the Confidentiality Agreement, by and between Buyer and Seller, effective as of September 24, 2018.

(e) "Contract" means any written or oral legally binding contract, agreement, instrument, commitment or undertaking (including leases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts and purchase orders).

(f) "Encumbrance" means any lien, pledge, charge, mortgage, easement, encroachment, imperfection of title, title exception, title defect, right of possession, right of negotiation or refusal, lease, security interest, encumbrance, adverse claim, interference or restriction on use or transfer.

(g) "FDA" means the United States Food and Drug Administration.

(h) "FDC Act" means the United States Federal Food, Drug, and Cosmetic Act, 21 USC 301, *et seq.* as amended, and including any rules, regulations and requirements promulgated thereunder.

(i) "Governmental Entity" means any supranational, national, state, municipal, local or foreign government, any court, tribunal, arbitrator, administrative agency, commission or other governmental official, authority or instrumentality, in each case whether domestic or foreign, any stock exchange or similar self-regulatory organization or any quasi-governmental or private body exercising any regulatory, taxing or other governmental or quasi-governmental authority.

(j) "Knowledge" means, with respect to Seller, the actual knowledge of Annie Frimm (Vice President – Regulatory Affairs, Clinical and Quality), Daniel J. Luckshire (Executive Vice President and Chief Financial Officer) and Dennis E. Hruby (Chief Scientific Officer), after due inquiry.

(k) "Legal Requirements" means any federal, state, foreign, local, municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity and any Orders applicable to a Party or to any of its assets, properties or businesses. Legal Requirements shall include, without limitation, with respect to Seller, any responsibilities, requirements, obligations, parameters and conditions relating to the Priority Review Voucher set forth in (i) the NDA Approval Letter, (ii) any other correspondence received by Seller or its Affiliates from the FDA regarding the Priority Review Voucher, (iii) Section 565A of the FDC Act (21 U.S.C. 360bbb-4a), or (iv) the January 2018 FDA draft guidance document "Material Threat Medical Countermeasure Priority Review Vouchers, Guidance for Industry."

(l) "Liabilities" means all debts, liabilities and obligations, whether presently in existence or arising hereafter, accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, asserted or unasserted, known or unknown, including those arising under any law, action or Order and those arising under any Contract.

(m) "NDA Approval Letter" means the NDA approval letter dated July 13, 2018 from the Department of Health and Human Services to Seller, Reference ID: 4291064, approving the Subject NDA and granting the Priority Review Voucher, attached hereto as **Exhibit A**.

(n) "Order" means any order, decree, edict, injunction, writ, award or judgment of any Governmental Entity.

(o) "Person" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, trust, proprietorship, joint venture, business organization or Governmental Entity.

(p) "Priority Review" means a priority review of and action by the FDA on a human drug application in accordance with Section 505(b)(1) of the FDC Act.

(q) "Priority Review Voucher" means the priority review voucher issued by the United States Secretary of Health and Human Services to Seller, as the sponsor of a material threat medical countermeasure product application, and assigned tracking number PRV NDA 208627, that entitles the holder of such voucher to Priority Review, as evidenced by a copy of the NDA Approval Letter.

(r) "Proceeding" means any claim, action, arbitration, audit, hearing, investigation, litigation, proceeding or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

(s) "Purchased Assets" means (i) the Priority Review Voucher, and (ii) any and all rights, benefits and entitlements afforded to the holder of the Priority Review Voucher.

(t) "Representative" means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, accountant, financial advisor or legal counsel of that Person.

(u) "Subject NDA" means NDA No. 208627 approved on July 13, 2018 with respect to TPOXX® (tecovirimat) capsules, 200 mg, for the treatment of patients with human smallpox disease caused by variola virus.

(v) "Third Party" means any Person other than a Party and such Party's Affiliates.

Other capitalized terms defined elsewhere in this Agreement and not defined in this Section 1.1 shall have the meanings assigned to such terms in this Agreement.

ARTICLE II
PURCHASE AND SALE

2.1 Purchase and Sale; No Assumed Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, assign and deliver to Buyer, at the Closing all of Seller's right, title and interest in, to and under the Purchased Assets, in each case free and clear of all Encumbrances.

(b) For the avoidance of doubt, the sale, assignment, transfer and conveyance of the Purchased Assets from Seller to Buyer shall not include the transfer, conveyance or assumption of any Liabilities of any nature from Seller to Buyer and, accordingly, Buyer shall not assume or be liable for any such Liabilities of Seller or its Affiliates (fixed, contingent or otherwise, and whether or not accrued), including Liabilities relating to the Purchased Assets (other than such obligations as are generally imposed by applicable Legal Requirements solely on the holder of the Priority Review Voucher in respect of its use or transfer following the sale thereof pursuant to this Agreement) (such Liabilities, "***Excluded Liabilities***").

2.2 Purchase Price. The total consideration to be paid by Buyer to Seller at the Closing for all of the Purchased Assets shall be Eighty Million U.S. Dollars (U.S. $80,000,000) (the "***Purchase Price***"). For all tax purposes, the entire Purchase Price shall be allocated to the Priority Review Voucher, and Buyer and Seller shall make any and all required tax filings consistent therewith.

ARTICLE III
CLOSING

3.1 Closing. The consummation of the Asset Purchase contemplated by this Agreement (the "***Closing***") shall be conducted telephonically and/or via email or other similar means of correspondence on the date hereof or such other date as may be mutually agreed upon by Buyer and Seller. The date on which the Closing actually takes place is referred to in this Agreement as the "***Closing Date***."

3.2 Transactions to be Effected at Closing.

(a) Seller's Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer:

(i) a duly executed Bill of Sale, in the form attached hereto as **Exhibit B** (the "***Bill of Sale***"); and

(ii) a copy of the Seller transfer acknowledgement letter, in the form of **Exhibit C-1**.

(b) Buyer's Deliveries. At the Closing, Buyer shall deliver, or cause to be delivered, to Seller:

(i) a duly executed Bill of Sale;

(ii) payment of the Purchase Price, by wire transfer of immediately available funds, to an account established in the United States previously designated in writing by Seller (at least two (2) Business Days prior to Closing) in full satisfaction of its obligation to pay the Purchase Price to Seller; and

(iii) a copy of the Buyer transfer acknowledgement letter, in the form attached hereto as **Exhibit C-2**.

3.3 Title Passage; Notification.

(a) Title Passage. Upon the Closing, all of the right, title and interest of Seller in and to the Purchased Assets shall pass to Buyer.

(b) Filings; Notifications. Consistent with the provisions of Section 7.1, Buyer and Seller agree to reasonably cooperate and assist each other with respect to any filings or notifications to any Governmental Entity related to the transfer and assignment of the Purchased Assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the Effective Date, as follows:

4.1 Organization, Standing and Power. Seller is a corporation, duly organized and validly existing under the laws of the State of Delaware. Seller has the corporate power and authority to own, operate and lease its properties and to carry on its business as presently conducted and is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification or licensing necessary, except where the failure to be so qualified or licensed would not, individually or in the aggregate, reasonably be expected to adversely affect any of the Purchased Assets or Seller's ability to consummate the Asset Purchase contemplated by this Agreement. Seller is not in violation of its certificate of incorporation or bylaws, in each case as amended to date.

4.2 Due Authority. Seller has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement, and the consummation of the Asset Purchase, have been duly and validly approved and authorized by all necessary corporate action on the part of Seller, and this Agreement has been duly executed and delivered by Seller. This Agreement, upon execution by the Parties, will constitute a valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject only to the effect, if any, of (a) applicable bankruptcy and other similar laws affecting the rights of creditors generally, and (b) Legal Requirements governing specific performance, injunctive relief and other equitable remedies.

4.3 Noncontravention. The execution and delivery by Seller of this Agreement does not, and the consummation of the Asset Purchase contemplated hereby, including the transfer of title to, ownership in, and possession of the Purchased Assets, will not, (a) result in the creation of any Encumbrance on any of the Purchased Assets, or (b) conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under, or require any consent, approval or waiver from any Person pursuant to, (i) any provision of the certificate of incorporation or bylaws of Seller, in each case as amended to date, (ii) any Contract to which Seller or any Affiliate of Seller is a party or by which it or its assets are bound which involves or affects in any way any of the Purchased Assets, or (iii) any Legal Requirements applicable to Seller or any Affiliate of Seller and which involves or affects in any way any of the Purchased Assets.

4.4 No Consents. Except for the letters referenced in Sections 3.2(a)(ii) and 3.2(b)(iii), no filing, authorization, consent, approval, permit, order, registration or declaration, governmental or otherwise, is necessary to enable or authorize Seller to enter into, and to perform its obligations under, this Agreement.

4.5 Title to Purchased Assets. Seller is the sole and exclusive owner of the Purchased Assets and at the Closing will transfer to Buyer good and transferable title to the Purchased Assets free and clear of any Encumbrances. Seller has performed all actions, if any, reasonably necessary to perfect its ownership of, and its ability to transfer, the Purchased Assets.

4.6 Contracts. Except for this Agreement, there is no Contract to which Seller or any Affiliate of Seller is a party that involves or affects the ownership of, licensing of, title to, or use of any of the Purchased Assets.

4.7 Compliance With Legal Requirements. Seller and its Affiliates, and any Person engaged or authorized by Seller or its Affiliates, are, and at all times have been, in compliance with all Legal Requirements applicable to the conduct, acts, or omissions of Seller, any such Affiliates, or any such other Person, with respect to any of the Purchased Assets. Seller and its Affiliates have not, and to Seller's Knowledge, no other such Person has, received any notice or other communication from any Person or Governmental Entity regarding any actual, alleged, possible or potential violation of, or failure to comply with, any such Legal Requirement.

4.8 Legal Proceedings. There is no pending, or to Seller's Knowledge, threatened Proceeding that involves or affects (or may involve or affect) the ownership of, licensing of, title to, or use of any of the Purchased Assets. None of the Purchased Assets are subject to any Order of any Governmental Entity or arbitrator.

4.9 Governmental Authorizations. Seller is not required to hold any license, registration, or permit issued by any Governmental Entity to own, use or transfer the Purchased Assets, other than such licenses, registrations or permits that have already been obtained.

4.10 Solvency. Seller is not entering into this Agreement with the actual intent to hinder, delay, or defraud any creditor of Seller. The remaining assets of Seller after the Closing will not be unreasonably small in relation to the business in which Seller will engage after the Closing. Upon and immediately following the Closing Date, after giving effect to the Asset Purchase contemplated by and in this Agreement (including the payment of the Purchase Price), Seller will not be insolvent and will have sufficient capital to continue in business and pay its debts as they become due.

4.11 Revocation; Use of Purchased Assets. The Priority Review Voucher has not been terminated, cancelled or revoked, and neither Seller nor any of its Affiliates or any of their respective Representatives has taken or omitted to take any action, and to Seller's Knowledge there are no facts or circumstances, that would reasonably be expected to (with or without notice or lapse of time or both) result in the termination, cancellation or revocation of the Priority Review Voucher or preclude Buyer's use of the Purchased Assets to obtain Priority Review or any other benefit associated with the Purchased Assets. There is no term or condition imposed by the FDA on the Priority Review Voucher that is not set forth in the NDA Approval Letter or Section 565A of the FDC Act. Seller has provided to Buyer true and complete copies of the NDA Approval Letter and any other material communications between Seller or any of its Affiliates and the FDA regarding the Priority Review Voucher.

4.12 Intent to Use. Neither Seller nor any of its Affiliates has notified the FDA of intent to use the Priority Review Voucher to obtain a Priority Review.

4.13 No Broker. Other than Leerink Partners LLC, the fees and expenses of whom shall be paid by Seller, Seller has not engaged, retained or entered into an agreement with any investment banker, broker, finder or other intermediary who has been authorized to act on behalf of Seller who may be entitled to any fee or commission in connection with the Asset Purchase contemplated by this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

5.1 Organization, Standing and Power. Buyer is a corporation, duly organized and validly existing under the laws of Indiana. Buyer has the corporate power and authority to own, operate and lease its properties and to carry on its business as presently conducted and is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification or licensing necessary, except where the failure to be so qualified or licensed would not, individually or in the aggregate, reasonably be expected to adversely affect Buyer's ability to consummate the Asset Purchase contemplated by this Agreement. Buyer is not in violation of its certificate of incorporation or bylaws, in each case as amended to date.

5.2 Authority. Buyer has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement, and the consummation of the Asset Purchase, have been duly and validly approved and authorized by all necessary corporate action on the part of Buyer, and this Agreement has been duly executed and delivered by Buyer. This Agreement, upon execution by the Parties, will constitute a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject only to the effect, if any, of (a) applicable bankruptcy and other similar laws affecting the rights of creditors generally, and (b) Legal Requirements governing specific performance, injunctive relief and other equitable remedies.

5.3 Noncontravention. The execution and delivery by Buyer of this Agreement does not, and the consummation of the Asset Purchase contemplated hereby will not, conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under, or require any consent, approval or waiver from any Person pursuant to, (a) any provision of the certificate of incorporation or bylaws of Buyer, in each case as amended to date, (b) any Contract to which Buyer is a party or by which it is bound, or (c) any Legal Requirements applicable to Buyer.

5.4 No Consents. Except for the letters referenced in Sections 3.2(a)(ii) and 3.2(b)(iii), no filing, authorization, consent, approval, permit, order, registration or declaration, governmental or otherwise, is necessary to enable or authorize Buyer to enter into, and to perform its obligations under, this Agreement.

5.5 No Broker. Buyer has not engaged, retained or entered into an agreement with any investment banker, broker, finder or other intermediary who has been authorized to act on behalf of Buyer who would be entitled to any fee or commission payable by Seller in connection with the Asset Purchase contemplated by this Agreement.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification.

(a) Indemnification by Seller. From and after the Closing, Seller will indemnify, defend and hold Buyer and its Affiliates, and their respective directors, officers, employees and agents harmless for, from and against any and all Liabilities, claims losses, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "***Damages***") to the extent arising out of or resulting from (i) any breach of Seller's representations, warranties, covenants or obligations under this Agreement, (ii) Seller's grossly negligent and/or wrongful acts, omissions or misrepresentations, regardless of the form of action, in connection with this Agreement, and/or (iii) any Excluded Liabilities.

(b) Indemnification by Buyer. From and after the Closing, Buyer will indemnify, defend and hold Seller and its Affiliates, and their respective directors, officers, employees and agents harmless for, from and against any and all Damages to the extent arising out of or resulting from (i) any breach of Buyer's representations, warranties, covenants or obligations under this Agreement, (ii) Buyer's grossly negligent and/or wrongful acts, omissions or misrepresentations, regardless of the form of action, in connection with this Agreement, and/or (iii) Buyer's, its Affiliates', or any subsequent transferee's use of the Purchased Assets.

6.2 Indemnification Procedures for Third Party Claims.

(a) A Person entitled to indemnification pursuant to Section 6.1 will hereinafter be referred to as an "***Indemnitee***." A Party obligated to indemnify an Indemnitee hereunder will hereinafter be referred to as an "***Indemnitor***." Indemnitee shall inform Indemnitor of any indemnifiable Damages arising out of a claim by a third party in respect of which an Indemnitee may seek indemnification pursuant to Section 6.1 (a "***Third Party Claim***") as soon as reasonably practicable after the Third Party Claim arises, it being understood and agreed that the failure to give such notice will not relieve the Indemnitor of its indemnification obligation under this Agreement except and only to the extent that such Indemnitor is actually and materially prejudiced as a result of such failure to give notice.

(b) If the Indemnitor has acknowledged in writing to the Indemnitee within fifteen (15) days after receipt of the Third Party Claim the Indemnitor's responsibility for defending such Third Party Claim, the Indemnitor shall have the right to defend, at its sole cost and expense, such Third Party Claim by all appropriate proceedings, which proceedings shall be prosecuted diligently by the Indemnitor to a final conclusion or settled at the discretion of the Indemnitor; provided, however, that the Indemnitor may not enter into any compromise or settlement unless (i) such compromise or settlement includes as an unconditional term thereof, the giving by each claimant or plaintiff to the Indemnitee of a release from all liability in respect of such Third Party Claim, and (ii) the Indemnitee consents to such compromise or settlement, which consent shall not be withheld or delayed unless such compromise or settlement involves (A) any admission of legal wrongdoing by the Indemnitee, (B) any payment by the Indemnitee that is not indemnified hereunder or (C) the imposition of any equitable relief against the Indemnitee. If the Indemnitor does not elect to assume control of the defense of a Third Party Claim or if a good faith and diligent defense is not being or ceases to be materially conducted by the Indemnitor, the Indemnitee shall have the right, at the expense of the Indemnitor, upon at least ten (10) Business Days' prior written notice to the Indemnitor of its intent to do so, to undertake the defense of such Third Party Claim for the account of the Indemnitor (with counsel reasonably selected by the Indemnitee and approved by the Indemnitor, such approval not to be unreasonably withheld or delayed), provided, that the Indemnitee shall keep the Indemnitor apprised of all material developments with respect to such Third Party Claim and promptly provide the Indemnitor with copies of all correspondence and documents exchanged by the Indemnitee and the opposing party(ies) to such litigation. The Indemnitee may not compromise or settle such litigation without the prior written consent of the Indemnitor, such consent not to be unreasonably withheld or delayed.

(c) The Indemnitee may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnitor pursuant to this Section 6.2 and shall bear its own costs and expenses with respect to such participation; provided, however, that the Indemnitor shall bear such costs and expenses if counsel for the Indemnitor shall have reasonably determined that such counsel may not properly represent both the Indemnitor and the Indemnitee.

6.3 Direct Claims. A claim for indemnification for any matter not involving a Third Party Claim may be asserted by written notice from the Indemnitee to the Indemnitor. Such notice shall include the facts constituting the basis for such claim for indemnification, the Sections of this Agreement upon which such claim for indemnification is then based, and an estimate, if possible, of the amount of Damages suffered or reasonably expected to be suffered by the Indemnitee.

6.4 Exclusive Remedy. From and after the Closing, except in the case of fraud, intentional or willful misrepresentation or intentional or willful misconduct, the sole and exclusive remedy of any Indemnitee for any Damages (including any Damages from Liabilities or claims for breach of contract, warranty, or otherwise and whether predicated on common law, statute, strict liability or otherwise) that such Indemnitee may at any time suffer or incur, or become subject to, as a result of, or in connection with this Agreement, including any inaccuracy, violation or breach of any representation and warranty contained in this Agreement by any Party, or any failure by any Party to perform or comply with any covenant or agreement that, by its terms, was to have been performed, or complied with, under this Agreement, shall be indemnification in accordance with this ARTICLE VI (subject to the applicable qualifications and limitations set forth in this Agreement).

ARTICLE VII
COVENANTS AND AGREEMENTS

7.1 Further Assurances.

(a) The Parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without limitation, any notifications or filings required to be made to the FDA in connection with the transfer from Seller to Buyer of the Purchased Assets, and shall (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (ii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Asset Purchase contemplated by this Agreement, including the use by Buyer and/or its Affiliates or their respective permitted successors and assigns of the Priority Review Voucher in accordance with its terms and applicable Legal Requirements.

(b) Without limiting the foregoing, Buyer and Seller agree to cooperate and assist each other with respect to all filings or notifications to any Governmental Entity related to the transfer and assignment from Seller to Buyer of the Purchased Assets.

7.2 Notices from Governmental Entities. Seller shall promptly forward to Buyer any communications or notices it or its Affiliates receive from any Governmental Entity in respect of the Purchased Assets.

7.3 Nondisclosure.

(a) With respect to Confidential Information received from a Party, the other Party will (i) keep the Confidential Information confidential, (ii) not use such Confidential Information for any reason other than to carry out the intent and purpose of this Agreement, and (iii) not disclose such Confidential Information to any Person, except in each case as otherwise expressly permitted by this Agreement or with the prior written consent of the disclosing Party.

(b) A Party may disclose Confidential Information only to its Affiliates and their respective Representatives on a need-to-know basis.

(c) A Party will (i) enforce the terms of this Section 7.3 as to its Representatives, (ii) take such action to the extent necessary to cause its Representatives to comply with the terms and conditions of this Section 7.3, and (iii) be responsible and liable for any breach of this Section 7.3 by it or its Representatives.

(d) If a Party becomes compelled by a court or is requested by a Governmental Entity to make any disclosure that is prohibited or otherwise constrained by this Section 7.3, such Party shall provide the disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Section 7.3. In the absence of a protective order or other remedy, the Party subject to the requirement to disclose may disclose that portion (and only that portion) of the Confidential Information that, based upon advice of its counsel, it is legally compelled to disclose or that has been requested by such Governmental Entity; provided, however, that such Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed.

(e) The Parties hereby agree that, effective as of the Closing, the Confidentiality Agreement shall automatically terminate and be of no further force or effect.

7.4 Disclosures Concerning this Agreement. Seller and Buyer shall consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statement with respect to the Asset Purchase contemplated hereby, and shall not issue any such press release or make any such public statement prior to such consultation (and shall in all events act reasonably and in good faith in connection therewith), except as may be required by applicable Legal Requirements; provided, that, Buyer may, without the prior consent or review by Seller, make filings or disclosures with any applicable tax Governmental Entity that are necessary or desirable to Buyer and its Affiliates. Buyer and Seller each acknowledges that the other Party, or the other Party's parent company, as a publicly traded company is legally obligated to make timely disclosures of material events relating to its business. The Parties acknowledge that either or both Parties may be obligated to file a copy of this Agreement with the United States Securities and Exchange Commission.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Survival. Except as expressly set forth herein, the representations and warranties contained in this Agreement, and liability for the breach thereof, shall survive the Closing Date and shall remain in full force and effect, and all covenants and obligations contained herein shall, in each case, survive the Closing Date and remain in full force and effect until the expiration of the applicable statute of limitations.

8.2 Taxes and Fees. Notwithstanding any other provision in this Agreement to the contrary, each respective Party shall bear and pay any and all sales taxes, income taxes, value added taxes, stamp taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, or fees (including any penalties, interest and additions thereto) that may become payable by it or its Affiliates in connection with the Asset Purchase. In connection with the foregoing, Seller hereby confirms to Buyer that Buyer has no withholding tax obligation in respect of the payment of the Purchase Price from Buyer to Seller.

8.3 Notices. Any notice or other communication required or permitted to be delivered to any Party shall be in writing and shall be deemed properly delivered, given and received: (a) when delivered by hand; or (b) upon such Party's receipt after being sent by registered mail, by courier or express delivery service, in any case to the address set forth beneath the name of such Party below (or to such other address as such Party shall have specified in a written notice given to the other Party in accordance with this Section 8.3):

(i) if to Buyer, to:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, IN 46285
Attention: Senior Vice President Corporate Business Development

with a copy (which shall not constitute notice) to:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, IN 46285
Attention: General Counsel

(ii) if to Seller, to:

SIGA Technologies, Inc.
27 East 62nd Street
New York, NY 10065
Attention: General Counsel and Chief Administrative Officer

and to:

SIGA Technologies, Inc.
27 East 62nd Street
New York, NY 10065
Attention: Executive Vice President and Chief Financial Officer

with a copy (which shall not constitute notice) to:

Covington & Burling LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018-1405
Attention: Stephen A. Infante

8.4 Construction.

(a) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(b) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(c) Except as otherwise indicated, all references in this Agreement to "Articles" and "Sections" are intended to refer to Articles and Sections of this Agreement.

8.5 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto, it being understood that all Parties hereto need not sign the same counterpart. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission or facsimile (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., DocuSign) or other transmission method shall be sufficient to bind the Parties hereto to the terms and conditions of this Agreement.

8.6 Entire Agreement. This Agreement, including all exhibits and schedules attached hereto, set forth the entire understanding of the Parties relating to the subject matter hereof and supersede all prior agreements and understandings among or between the Parties relating to the subject matter hereof (including, without limitation, the Confidentiality Agreement). Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth in this Agreement.

8.7 Assignment. No Party will have the right to assign this Agreement, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent. Any attempt to assign this Agreement without such consent, will be null and void. Notwithstanding the foregoing, (a) Buyer may assign this Agreement, in whole or in part, without the consent of the Seller (i) to an Affiliate of Buyer, or (ii) to any purchaser, transferee, or assignee of any of the Purchased Assets in a single transaction, or series of transactions, whether by sale, merger, operation of law or otherwise, and (b) Seller may assign this Agreement, in whole or in part, without the consent of Buyer, to an Affiliate of Seller. For the avoidance of doubt, no assignment made pursuant to this Section 8.7 shall relieve the assigning Party of any of its obligations under this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's successors and permitted assigns.

8.8 Severability. If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the Parties hereto. The Parties hereto shall use commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

8.9 Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party hereto shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law or equity upon such Party, and the exercise by a Party hereto of any one remedy shall not preclude the exercise of any other remedy and nothing in this Agreement shall be deemed a waiver by any Party of any right to specific performance or injunctive relief.

8.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court in Wilmington, Delaware (or if such court does not have subject matter jurisdiction, a State Court of the State of Delaware located in Wilmington, Delaware) solely and specifically for the purposes of any action or proceeding arising out of or in connection with this Agreement.

8.11 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LEGAL REQUIREMENTS THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE ASSET PURCHASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS SECTION 8.11 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR THE ASSET PURCHASE AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

8.12 Amendment; Extension; Waiver. Subject to the provisions of applicable law, the Parties hereto may amend this Agreement at any time pursuant to an instrument in writing signed on behalf of each of the Parties hereto. At any time, any Party hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party hereto, (b) waive any inaccuracies in the representations and warranties made to such Party contained herein or (c) waive compliance with any of the agreements or conditions for the benefit of such Party contained herein. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. Without limiting the generality or effect of the preceding sentence, no delay in exercising any right under this Agreement shall constitute a waiver of such right, and no waiver of any breach or default shall be deemed a waiver of any other breach or default of the same or any other provision in this Agreement.

8.13 Representation By Counsel; Interpretation. Seller and Buyer each acknowledge that it has been represented by its own legal counsel in connection with this Agreement and the Asset Purchase contemplated by this Agreement. Accordingly, any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it, has no application and is expressly waived.

8.14 Expenses. Except as otherwise expressly set forth in this Agreement, each of the Parties shall bear its own fees and expenses incurred in connection with this Agreement and the Asset Purchase contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Asset Purchase Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

SIGA TECHNOLOGIES, INC.

By: /s/ Robin E. Abrams
Name: Robin E. Abrams
Title: General Counsel and Chief Administrative Officer

ELI LILLY AND COMPANY

By: /s/ David A. Ricks
Name: David A. Ricks
Title: Chairman and Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

Omitted Attachments

Exhibits to Asset Purchase Agreement

Exhibit A – Priority Review Voucher Letter

Exhibit B – Form of Bill of Sale

Exhibit C-1 – Form of Seller Transfer Acknowledgement Letter

Exhibit C-2 – Form of Buyer Transfer Acknowledgement Letter

Pursuant to Item 601(b)(2) of Regulation S-K, the registrant hereby undertakes to furnish supplementally a copy of any of the above-listed attachments to the Commission upon request.

Exhibit 10.1

THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT

This **THIRD AMENDMENT** (this "**Amendment**") dated as of October 31, 2018 in respect of that certain Loan and Security Agreement dated as of September 2, 2016 (as amended by that First Amendment dated as of September 27, 2016, as further amended by that Second Amendment dated as of June 25, 2018 and as further amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement") by and among Cortland Capital Market Services LLC ("**Cortland**"), in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "**Agent**"), OCM Strategic Credit SIGTEC Holdings, LLC, in its capacity as a Lender and in its capacity as Sole Lead Arranger, together with the other Lenders from time to time party thereto (each a "**Lender**" and collectively, "**Lenders**"), and SIGA Technologies, Inc., a Delaware corporation ("**Borrower**"). Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

WHEREAS, this Amendment includes an amendment to the Credit Agreement that has been requested by the Loan Parties, to which Agent and the Lenders have agreed, and that will become effective on the Third Amendment Effective Date (as defined below) on the terms and subject to the conditions set forth herein.

Accordingly, in consideration of the foregoing, subject to the conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1
AMENDMENTS TO THE CREDIT AGREEMENT

1.1 **Amendments to Credit Agreement.** The Credit Agreement is amended as follows:

(a) The following defined term contained in Section 11 of the Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

> ""Permitted Dispositions" means (a) sales of inventory in the ordinary course of business, (b) dispositions, in the ordinary course of business, of equipment that is worn out, damaged or no longer used or useful in the business of a Loan Party for cash so long as no Default or Event of Default has occurred and is continuing at the time of such disposition or would result after giving effect thereto, (c) the use of cash and Cash Equivalents (i) to make required payments in connection with the PharmAthene Judgment and (ii) otherwise to the extent not prohibited under any Loan Document, (d) dispositions not otherwise permitted hereunder that are made for fair market value and with respect to any assets or property not related to or subject to any contract with BARDA; provided that (i) at the time of any such disposition, no Default or Event of Default shall exist or shall result from such disposition, (ii) not less than 75% of the aggregate sales price from such disposition shall be paid in cash, and (iii) the aggregate fair market value of all assets or property so disposed of by the Loan Parties and their Subsidiaries shall not exceed $250,000 in any calendar year; provided, further, for the avoidance of doubt, the foregoing clause (d) shall not be utilized to make dispositions that are permitted and governed by clause (e) below, (e) dispositions not otherwise permitted hereunder that are made for fair market value and with respect to assets or property subject to or related to any contract with BARDA; provided that (i) at the time of any such disposition, no Default or Event of Default shall exist or shall result from

such disposition, (ii) not less than 75% of the aggregate sales price from such disposition shall be paid in cash, and (iii) the aggregate fair market value of all assets or property so disposed of by the Loan Parties and their Subsidiaries shall not exceed $100,000 in any calendar year; provided, further, for the avoidance of doubt, the foregoing clause (e) shall not be utilized to make dispositions that are permitted and governed by clause (d) above, (f) discounts or forgiveness of accounts receivable in the ordinary course of business or in connection with collection or compromise thereof so long as no Default or Event of Default has occurred and is continuing at the time of such discount or forgiveness, or would result after giving effect thereto, and which in the aggregate for this clause (f) shall not exceed $250,000 in the aggregate in any calendar year, (g) licenses permitted under this Agreement, (h) issuances of Stock or Stock Equivalents to qualifying directors (in each case, other than Disqualified Stock), (i) Transfers among Loan Parties, (j) transactions permitted under Sections 7.5 and 7.6, and (k) disposition of the Priority Review Voucher granted by the FDA to Borrower in connection with the FDA's approval of TPOXX on July 13, 2018 (the "PRV Disposition"); provided that (i) at the time of such disposition, no Default or Event of Default shall exist or shall result from such disposition, (ii) not less than 75% of the aggregate sales price from such disposition shall be paid in cash, (iii) all Net Cash Proceeds from such disposition shall be deposited into the PRV Proceeds Account and (iv) such disposition has occurred on or prior to December 31, 2018 (or such later date as approved by the Requisite Lenders in their sole discretion)."

(b) The following defined terms are hereby added to Section 11 of the Credit Agreement in appropriate alphabetical order:

""Net Cash Proceeds" means the aggregate proceeds paid in cash or Cash Equivalents received by Borrower in connection with the PRV Disposition, net of (a) attorneys' fees, accountants' fees, fees paid to financial advisors, sale commissions and related search and recording charges, transfer taxes, and other customary fees and expenses actually incurred in connection therewith and directly attributable thereto, (b) taxes paid or payable as a result thereof, and (c) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clause (b) above) (i) related to the PRV Disposition and (ii) retained by the Borrower including against any indemnification obligations (provided, however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds from and after the date of such reduction).

"PRV Disposition" has the meaning set forth in the defined term "Permitted Dispositions."

"PRV Proceeds Account" means a Deposit Account maintained by Borrower for the deposit of Net Cash Proceeds from the PRV Disposition, which Deposit Account shall at all times be subject to a Blocked Account Control Agreement.

(c) Section 2.4(a) of the Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

"(a) Interest Payments. For each Term Loan, Borrower shall pay interest to Agent, for the benefit of Lenders in accordance with their Pro Rata Shares, at the rate of interest for such Loan determined in accordance with Section 2.3 in arrears (i) on the Escrow Release

Date for accrued and unpaid interest from and including September 30, 2016 to such date and (ii) thereafter, on each Scheduled Payment Date, commencing on the first Scheduled Payment Date following the Escrow Release Date. Interest payments due hereunder shall first, be funded from funds held in the Interest Reserve Account, until the balance in the Interest Reserve Account is zero and second, be funded from funds held in the PRV Proceeds Account, until the balance in the PRV Proceeds Account is zero. On the Escrow Release Date, accrued and unpaid interest shall be paid in accordance with Section 2.2(b)(i) and on each Scheduled Payment Date thereafter, Agent shall automatically debit first, the Interest Reserve Account and then, the PRV Proceeds Account for the amount of interest then due and owing. If on any Scheduled Payment Date, there are insufficient funds in the Interest Reserve Account or the PRV Proceeds Account, as applicable, to fund the interest payment (or any portion thereof) then due and owing, Borrower shall make such interest payment (or any portion thereof) by wire transfer to the Agent Account before 2:00 p.m. (New York time) on the date when due."

(d) Section 2.4 of the Credit Agreement is hereby amended to add the following clause (f).

"Any voluntary prepayment or repayment of the Term Loan (including, for purposes of clarity, a repayment of the Term Loan in full on the Final Maturity Date pursuant to clause (y) of such defined term) may be funded from funds held in the PRV Proceeds Account, until the balance in the PRV Proceeds Account is zero; *provided*, for the avoidance of doubt, any other prepayment or repayment of the Term Loan required under this Agreement (whether as a result of the occurrence of the Final Maturity Date (other than pursuant to clause (y) of such defined term), an Event of Default, acceleration of the Obligations pursuant to Section 8.2, or otherwise) shall not be funded from funds held in the PRV Proceeds Account."

Section 5.6(c) of the Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

"(c) No Loan Party has any Deposit Accounts, Securities Accounts, commodity accounts or other investment accounts other than the Escrow Account, the Interest Reserve Account, the PRV Proceeds Account, those accounts as of the date hereof and described in Schedule 5.6 hereto as of the date hereof, and accounts for which the Loan Parties have delivered written notice thereof to Agent as required pursuant to Section 6.10(d)."

(e) Section 6.10(b) of the Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

"(b) (i) On and after the Escrow Release Date, Borrower shall hold the Interest Reserve in a Deposit Account and (ii) after the Escrow Release Date, Borrower shall hold the Net Cash Proceeds from the PRV Disposition in a Deposit Account, which, in the cases of each such Deposit Account shall be subject to a deposit account control agreement, in form and substance reasonably satisfactory to the Agent and Requisite Lenders and that shall provide for the Agent to have sole dominion and control over the Interest Reserve Account and the PRV Proceeds Account, as applicable, at all times pursuant to the terms of such deposit account control agreement (each, a "Blocked Account Control Agreement").

(f) Section 6.10(c) of the Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

"(c) Other than amounts on deposit in the Interest Reserve Account or the PRV Proceeds Account, each Loan Party shall hold all of its other cash and Cash Equivalents in a Deposit Account or Securities Account, and each Loan Party shall enter into, and cause each depository or securities intermediary to enter into (x) on or before the Escrow Release Date, for any such Deposit Accounts or Securities Accounts (other than an Excluded Account) opened or maintained as of the Escrow Release Date or (y) prior to or concurrently with the establishment or acquisition of any new Deposit Account or Securities Account (other than an Excluded Account) established or acquired after the Escrow Release Date, in each case, in form and substance reasonably satisfactory to Agent and Requisite Lenders (together with any Blocked Account Control Agreement, each an "Account Control Agreement") with respect to each such Deposit Account and Securities Account maintained by such Person. All such Account Control Agreements (other than with respect to any Blocked Account Control Agreement) shall provide for "springing" cash dominion with respect to each such account, including each disbursement account. With respect to each Account Control Agreement providing for "springing" cash dominion, Agent will not deliver to the relevant depository institution a notice or other instruction which provides for exclusive control over such account by Agent until an Event of Default has occurred and is continuing."

SECTION 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. To induce Agent and Lenders to enter into this Amendment, each Loan Party represents and warrants, on and as of the Third Amendment Effective Date, that the following statements are true and correct on and as of the Third Amendment Effective Date:

(a) The execution, delivery and performance by each Loan Party of this Amendment will not (a) contravene any of the organizational documents of such Loan Party, (b) violate any material Requirement of Law, (c) require any action by, filing, registration, qualification with, or approval, consent or withholding of objections from, any Governmental Authority or any other Person, except those which have been obtained and are in full force and effect, (d) result in the creation of any Lien on any of such Loan Party's Property (except for Liens in favor of Agent, on behalf of itself and the other Secured Parties), or (e) result in any breach of or constitute a default under, or permit the termination or acceleration of, any Material Agreement to which such Loan Party is a party.

(b) This Amendment has been duly authorized, executed and delivered by each Loan Party and constitutes the legal, valid and binding obligations of each such Person that is a party hereto, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

(c) The representations and warranties of each Loan Party contained in Section 5 of the Credit Agreement or any other Loan Document are true and correct in all material respects (or with respect to such representations and warranties which by their terms contain materiality qualifiers, shall be true and correct) in each case on and as of the Third Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or with respect to such representations and warranties which by their terms contain materiality qualifiers, shall be true and correct) as of such earlier date.

SECTION 3
CONDITIONS TO EFFECTIVENESS

3.1 Third Amendment Effective Date. This Amendment shall become effective as of the first date (the "Third Amendment Effective Date") on which each of the following conditions shall have been satisfied:

(a) Execution and Delivery of this Amendment. Agent and Lenders shall have received a counterpart signature page of this Amendment duly executed by each of the Loan Parties.

(b) Representations and Warranties. The representations and warranties set forth in Section 2.1 shall be true and correct on the Third Amendment Effective Date.

SECTION 4
POST-CLOSING CONDITIONS

4.1 Post-Closing Conditions.

(a) Within four (4) Business Days of the Third Amendment Effective Date, Borrower shall file an 8-K, in form and substance reasonably acceptable to the Agent and Lenders, disclosing this Amendment and transactions described herein; provided that any 8-K that attaches the Third Amendment as an exhibit shall be deemed reasonably acceptable. Notwithstanding any provision of this Amendment or any other Loan Document, the Borrower's failure to perform or observe this post-closing condition shall constitute an immediate Event of Default under the Loan Agreement.

(b) By November 14, 2018 (or such longer date as Agent (at the direction of the Requisite Lenders in their sole discretion) may permit), Borrower shall have either (i) caused Signature Bank to provide to Agent internet banking view only access to that certain Deposit Account (as defined in that certain Control Account Agreement, effective as of October 24, 2018, by and among Borrower, Agent and Signature Bank) or (ii) moved such Deposit Account to another bank and caused such bank to enter into an Account Control Agreement. Notwithstanding any provision of this Amendment or any other Loan Document, the Borrower's failure to perform or observe this post-closing condition shall constitute an immediate Event of Default under the Loan Agreement.

SECTION 5
REAFFIRMATION

5.1 Reaffirmation. Borrower hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect hereto). Borrower acknowledges that each of the Loan Documents remains in full force and effect and is hereby ratified and reaffirmed. The execution of this Amendment shall not operate as a waiver of any right, power or remedy of Agent or Lenders, constitute a waiver of any provision of any of the Loan Documents or serve to effect a novation of the Obligations.

SECTION 6
MISCELLANEOUS

6.1 Governing Law. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE).

6.2 Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that none of the Loan Parties may assign or transfer any of its rights or obligations under this Amendment except as permitted by the Credit Agreement.

6.3 Counterparts; Effectiveness. This Amendment may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an

original and all of which counterparts, taken together, shall constitute but one and the same Amendment. Faxed or otherwise electronically submitted signatures to this Amendment shall be binding for all purposes.

6.4 **Severability.** Any provision of this Amendment being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of this Amendment or any part of such provision in any other jurisdiction.

6.5 **Effects of this Amendment.**

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of Agent or the Lenders under the existing Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(b) From and after the Third Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement as amended hereby. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

6.6 **Release**. In consideration of the Lenders' and Agent's agreements contained in this Amendment, each Loan Party hereby irrevocably releases and forever discharge the Lenders and the Agent and their affiliates, subsidiaries, successors, assigns, directors, officers, employees, agents, consultants and attorneys (each, a "**Released Person**") of and from any and all claims, suits, actions, investigations, proceedings or demands, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law of any kind or character, known or unknown, which such Loan Party ever had or now has against Agent, any Lender or any other Released Person which relates, directly or indirectly, to any acts or omissions of Agent, any Lender or any other Released Person relating to the Credit Agreement or any other Loan Document on or prior to the date hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment as of the date set forth above.

BORROWER:

SIGA TECHNOLOGIES, INC.

By: /s/ Daniel J. Luckshire
Name: Daniel J. Luckshire
Title: Chief Financial Officer

[Signature Page to Third Amendment to Loan and Security Agreement]

AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: /s/ Matthew Trybula
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Third Amendment to Loan and Security Agreement]

LENDER:

OCM STRATEGIC CREDIT SIGTEC HOLDINGS, LLC

By: Oaktree Fund GP IIA, LLC
Its: Manager
By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: /s/ Nilay Mehta
Name: Nilay Mehta
Title: Senior Vice President

By: /s/ Edgar Lee
Name: Edgar Lee
Title: Managing Director

Exhibit 99.1

SIGA Announces Priority Review Voucher Transaction Totaling $80 Million

November 1, 2018, 7:30am ET

NEW YORK -- SIGA Technologies, Inc. (SIGA) (NASDAQ: SIGA), a commercial-stage pharmaceutical company focused on the health security market, today announced that it has entered into an agreement to sell its medical countermeasures priority review voucher (PRV) for a lump sum payment of $80 million. SIGA was awarded the PRV in July 2018 upon approval by the U.S. Food and Drug Administration (FDA) of oral TPOXX® for the treatment of smallpox. The PRV was awarded by FDA under a provision that encourages development of medical countermeasures enacted as part of the 21st Century Cures Act (Public Law 114-255).

“The opportunity to complete transactions like this is an important incentive for the continued development of products like TPOXX and will help us continue to drive value for our partners in Health Security as well as our own business.” said Dr. Phil Gomez, CEO of SIGA. “SIGA is proud to have worked closely with BARDA, CDC, the FDA and other stakeholders to make TPOXX the first FDA-approved countermeasure eligible under this important program.”

Leerink Partners LLC acted as financial advisor to SIGA and Covington & Burling LLP acted as legal advisor.

ABOUT SIGA TECHNOLOGIES, INC. and TPOXX®

SIGA Technologies, Inc. is a commercial-stage pharmaceutical company focused on the health security market. Health security comprises countermeasures for biological, chemical, radiological and nuclear attacks (biodefense market), vaccines and therapies for emerging infectious diseases, and health preparedness. Our lead product is TPOXX®, also known as tecovirimat and ST-246®, an orally administered and IV formulation antiviral drug for the treatment of human smallpox disease caused by variola virus. TPOXX is a novel small-molecule drug of which 2 million oral courses have been delivered to the Strategic National Stockpile under Project BioShield. The oral formulation of TPOXX was approved by the FDA for the treatment of smallpox on July 13, 2018. In September 2018, SIGA signed a new contract with Biomedical Advanced Research and Development Authority (BARDA) for additional procurement and development related to both oral and intravenous formulations of TPOXX. For more information about SIGA, please visit www.siga.com.

About Smallpox[1]

Smallpox is a contagious, disfiguring and often deadly disease that has affected humans for thousands of years. Naturally-occurring smallpox was eradicated worldwide by 1980, the result of an unprecedented global immunization campaign. Samples of smallpox virus have been kept for research purposes. This has led to concerns that smallpox could someday be used as a biological warfare agent. A vaccine can prevent smallpox, but the risk of the current vaccine's side effects is too high to justify routine vaccination for people at low risk of exposure to the smallpox virus.

FORWARD-LOOKING STATEMENTS

This press release contains certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Such forward-looking statements are subject to various known and unknown risks and uncertainties, and SIGA cautions you that any forward-looking information provided by or on behalf of SIGA is not a guarantee of future performance. More detailed information about SIGA and risk factors that may affect the realization of forward-looking statements, including the forward-looking statements in this press release, is set forth in SIGA's filings with the Securities and Exchange Commission, including SIGA's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, and in other documents that SIGA has filed with the SEC. SIGA urges investors and security holders to read those documents free of charge at the SEC's web site at http://www.sec.gov. Interested parties may also obtain those documents free of charge from SIGA. Forward-looking statements are current only as of the date on which such statements were made, and except for our ongoing obligations under the United States of America federal securities laws, we undertake no obligation to update publicly any forward-looking statements whether as a result of new information, future events, or otherwise.

The information contained in this press release does not necessarily reflect the position or the policy of the Government and no official endorsement should be inferred.

Contacts:

Investors
David Carey
212-867-1768
dcarey@lazarpartners.com

Media
Stephanie Seiler
206-713-0124
sseiler@lazarpartners.com

[1] http://www.mayoclinic.org/diseases-conditions/smallpox/basics/definition/con-20022769