

**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

**SCHEDULE 13D**  
**Under the Securities Exchange Act of 1934**  
(Amendment No. 8)

**SIGA Technologies, Inc.**

(Name of issuer)

Common Stock, par value \$0.0001 per share  
(Title of class of securities)

826917-10-6  
(CUSIP number)

Barry F. Schwartz  
35 East 62nd Street  
New York, New York 10065  
(212) 572-8600  
(Name, address and telephone number of person  
authorized to receive notices and communications)

September 30, 2009  
(Date of event which requires  
filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

(Continued on following pages)

1.	Name of Reporting Person. I.R.S. Identification No. of above person  MacAndrews & Forbes Holdings Inc.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="radio"/> (b) <input type="radio"/>	
3.	SEC Use Only	
4.	Source of Funds  OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/>	
6.	Citizenship or Place of Organization  Delaware	
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power  0
	8.	Shared Voting Power  14,659,344
	9.	Sole Dispositive Power  0
	10.	Shared Dispositive Power  10,807,375
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  14,659,344	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="radio"/>	
13.	Percent of Class Represented by Amount in Row (11)  33.2%	
14.	Type of Reporting Person  CO	

1.	Name of Reporting Person. I.R.S. Identification No. of above person  MacAndrews & Forbes LLC	
2.	Check the Appropriate Box if a Member of a Group (a) o (b) o	
3.	SEC Use Only	
4.	Source of Funds  OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o	
6.	Citizenship or Place of Organization  Delaware	
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power  0
	8.	Shared Voting Power  14,659,344
	9.	Sole Dispositive Power  0
	10.	Shared Dispositive Power  10,807,375
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  14,659,344	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares o	
13.	Percent of Class Represented by Amount in Row (11)  33.2%	
14.	Type of Reporting Person  OO	

---

1.	Name of Reporting Person. I.R.S. Identification No. of above person  STH Partners, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) o (b) o	
3.	SEC Use Only	
4.	Source of Funds  OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o	
6.	Citizenship or Place of Organization  Delaware	
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power  0
	8.	Shared Voting Power  3,851,969
	9.	Sole Dispositive Power  3,851,969
	10.	Shared Dispositive Power  0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  14,659,344	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares o	
13.	Percent of Class Represented by Amount in Row (11)  33.2%	
14.	Type of Reporting Person  PN	

---

1.	Name of Reporting Person. I.R.S. Identification No. of above person  TransTech Pharma, Inc.	
2.	Check the Appropriate Box if a Member of a Group (a) o (b) o	
3.	SEC Use Only	
4.	Source of Funds  OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o	
6.	Citizenship or Place of Organization  Delaware	
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power  0
	8.	Shared Voting Power  0
	9.	Sole Dispositive Power  0
	10.	Shared Dispositive Power  0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  0	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares o	
13.	Percent of Class Represented by Amount in Row (11)  0%	
14.	Type of Reporting Person  CO	

This statement ("Amendment No. 8") amends and supplements the statement on Schedule 13D, dated August 13, 2003, as amended by Amendment No. 1 thereto dated October 14, 2003, Amendment No. 2 thereto dated January 8, 2004, Amendment No. 3 thereto dated November 29, 2007, Amendment No. 4 thereto dated June 19, 2008, Amendment No. 5 thereto dated April 29, 2009, Amendment No. 6 thereto dated July 30, 2009 and Amendment No. 7 thereto dated September 17, 2009 (as so amended, the "Schedule 13D"), filed with the Securities and Exchange Commission by MacAndrews & Forbes Holdings Inc. (formerly known as Mafco Holdings Inc.), a Delaware corporation ("Holdings"), MacAndrews & Forbes LLC (formerly known as MacAndrews & Forbes Inc., formerly known as MacAndrews & Forbes Holdings Inc.), a Delaware limited liability company ("MacAndrews & Forbes"), and TransTech Pharma, Inc., a Delaware corporation ("TransTech"), relating to the shares of common stock, par value \$0.0001 per share ("Common Stock"), of SIGA Technologies, Inc., a Delaware corporation (the "Company"). This Amendment No. 8 is being filed by Holdings, MacAndrews & Forbes, TransTech and STH Partners, L.P., a Delaware limited partnership ("STH"), with respect to shares of Common Stock that may be deemed to be beneficially owned by the Reporting Persons. MacAndrews & Forbes is a holding company (the sole stockholder of which is Mr. Ronald O. Perelman) and a direct wholly owned subsidiary of Holdings. STH is a holding company, the general partner of which is MK Holdings One LLC and the limited partner of which is MacAndrews & Forbes (having a 100% limited partner interest in STH). TransTech is a corporation in which Mr. Perelman has a direct ownership interest. MacAndrews & Forbes, Holdings and Mr. Perelman may be deemed to beneficially own the securities deemed to be beneficially owned by STH. Each of MacAndrews & Forbes, Holdings and Mr. Perelman disclaims beneficial ownership of the securities deemed to be beneficially owned by STH. Mr. Perelman may be deemed to beneficially own the securities deemed to be beneficially owned by TransTech. Mr. Perelman disclaims beneficial ownership of the securities deemed to be beneficially owned by TransTech. The Company has its principal executive offices at 420 Lexington Avenue, Suite 408, New York, New York 10170. Capitalized terms used herein shall have the meanings ascribed to them in the Schedule 13D unless otherwise defined herein.

## **Item 2. Identity and Background**

Item 2 is hereby amended by adding the following at the end thereof:

(a)-(c) A restated Schedule I, which includes certain required information regarding the Reporting Persons, is attached hereto and is incorporated herein by reference.

Each of the persons named on Schedule I (the "Schedule I Persons") is a United States citizen. During the last five years, none of the Reporting Persons or the Schedule I Persons has (i) been convicted in a criminal proceeding (excluding minor traffic violations or similar misdemeanors), or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

## **Item 3. Source and Amount of Funds or Other Consideration**

Item 3 is hereby amended by adding the following at the end thereof:

On September 30, 2009, TransTech acquired 1,379,747 shares of Common Stock pursuant to an exercise of warrants held by TransTech having an exercise price of \$1.90 per share. On September 30, 2009, pursuant to a purchase agreement, STH purchased 3,851,969 shares of Common Stock (the "Purchased Shares") from TransTech in a privately negotiated purchase at a price of \$6.24 per share. The transaction was funded with cash on hand of \$6,000,000 and a promissory note issued by STH (and guaranteed by Holdings) in the principal amount of \$18,036,289 (the "Note"), which Note has a term of two years.

The foregoing summary description of the Note is qualified in its entirety by reference to the Note attached as Exhibit 31 to this Amendment No. 8, which is incorporated herein by reference.

## **Item 4. Purpose of Transaction**

Item 4 is hereby amended by adding the following at the end thereof:

On September 30, 2009, TransTech and STH entered into a purchase agreement pursuant to which STH acquired all of the Purchased Shares held by TransTech for a per share price of \$6.24, including the 1,379,747 shares of Common Stock TransTech acquired on September 30, 2009 pursuant to the exercise of the warrants described in Item 3 above.

## **Item 5. Interest in Securities of the Issuer**

(a)-(b) Item 5(a)-(b) is hereby amended by adding the following at the end thereof:

Based upon (i) information contained in the Company's Quarterly Report on Form 10-Q for the period ending June 30, 2009 (reporting 37,554,753 shares of Common Stock outstanding as of July 30, 2009) and (ii) the Reporting Persons' knowledge of (A) the issuance of 326,797 additional shares of Common Stock pursuant to transactions previously disclosed and (B) 1,379,747 additional shares of Common Stock issued pursuant to the transactions described in Item 3, as of September 30, 2009, there were 39,261,297 shares of Common Stock outstanding. The Reporting Persons (other than TransTech) may be deemed to share beneficial ownership of 14,659,344 shares of Common Stock (assuming the right to acquire, pursuant to the existing equity line agreement between the Company and MacAndrews & Forbes (the "Equity Line"), an additional 1,797,386 shares of Common Stock and Consideration Warrants to purchase 718,954 shares of Common Stock, which represents the maximum remaining Investment permitted by the Equity Line, at a per share price of \$3.06 (which is the per share price assuming a funding date of September 30, 2009)), representing approximately 33.24% of the Common Stock deemed to be outstanding (which

includes 4,845,343 shares of Common Stock which may be deemed to be beneficially owned by the Reporting Persons (other than TransTech) but not outstanding).

The Reporting Persons (other than TransTech) have shared power to vote and dispose of the shares of Common Stock that they own or would own upon investment under the Equity Line, or upon exercise of the warrants held by such Reporting Persons, except that, pursuant to the STH Letter Agreement (as described below), (i) STH and its partners have agreed to vote its shares of Common Stock in the same proportion as the votes cast by all other holders of voting stock of the Company and (ii) the general partner of STH has sole power to dispose of the Purchased Shares held by STH.

Paul G. Savas, a Director of the Company, a Director of TransTech, the Executive Vice President and Chief Financial Officer of Holdings and MacAndrews & Forbes, and the Executive Vice President – Finance of STH, may be deemed to beneficially own 101,484 shares of Common Stock, representing approximately 0.26% of the Common Stock outstanding (which includes 84,123 shares of Common Stock deemed to be beneficially owned by Mr. Savas but not outstanding).

Barry F. Schwartz, a Director of TransTech and the Executive Vice Chairman of Holdings and MacAndrews & Forbes, beneficially owns 52,966 shares of Common Stock (which includes 18,244 shares of Common Stock deemed to be beneficially owned by Mr. Schwartz but not outstanding), representing approximately 0.13% of the Common Stock outstanding.

Dr. Adnan M. Mjalli, a Director of the Company and the President, Chief Executive Officer and Chairman of the Board of Directors of TransTech, may be deemed to beneficially own 75,000 shares of Common Stock, representing approximately 0.19% of the Common Stock outstanding (which includes 75,000 shares of Common Stock deemed to be beneficially owned by Mr. Mjalli but not outstanding).

(c) The following transactions were effected during the past sixty days by the persons named above:

As described in Item 4 above, on September 30, 2009, STH acquired 3,851,969 shares of Common Stock from TransTech in a privately negotiated transaction pursuant to a purchase agreement. Prior to the transaction, TransTech exercised certain warrants to purchase Common Stock as described above.

(e) As a result of the transactions disclosed in Item 4, as of September 30, 2009, TransTech does not have beneficial ownership of any shares of Common Stock.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

Item 6 is hereby amended by adding the following at the end thereof:

For a discussion of the Note, see Item 4.

In connection with the transactions described in Item 4 above, on September 30, 2009, STH and its general and limited partners entered into a letter agreement (the "STH Letter Agreement") pursuant to which the parties agreed that (i) the general partner of STH shall have sole power to dispose of the shares of Common Stock held by STH and (ii) on all matters to be voted on by the stockholders of the Company, all shares of Common Stock held by STH shall be voted in the same proportion as the votes cast by all other holders of voting stock of the Company. The foregoing summary description of the STH Letter Agreement is qualified in its entirety by reference to the STH Letter Agreement attached as Exhibit 32 to this Amendment No. 8, which is incorporated herein by reference.

---

**Item 7. Material to be Filed as Exhibits**

Items 7 is hereby amended by adding the following at the end thereof:

Exhibit 30	Amended and Restated Agreement of Joint Filing of Schedule 13D, dated as of October 2, 2009
Exhibit 31	Promissory Note, dated as of September 30, 2009
Exhibit 32	STH Letter Agreement, dated as of September 30, 2009

---



**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information in this statement is true, complete and correct.

Dated: October 2, 2009

**MACANDREWS & FORBES HOLDINGS INC.  
MACANDREWS & FORBES LLC**

By: /s/ Barry F. Schwartz  
Name: Barry F. Schwartz  
Title: Executive Vice Chairman

**STH PARTNERS, L.P.**

By: /s/ Paul G. Savas  
Name: Paul G. Savas  
Title: Executive Vice President – Finance

**TRANSTECH PHARMA, INC.**

By: /s/ Anne L. Showalter  
Name: Anne L. Showalter  
Title: Senior Vice President –  
Legal Affairs and Secretary

---

## Exhibit Index

<u>Exhibit</u>	<u>Document</u>
Exhibit 30	Amended and Restated Agreement of Joint Filing of Schedule 13D, dated as of October 2, 2009
Exhibit 31	Promissory Note, dated as of September 30, 2009
Exhibit 32	STH Letter Agreement, dated as of September 30, 2009

---

## AMENDED AND RESTATED SCHEDULE I

### CERTAIN INFORMATION REGARDING MACANDREWS & FORBES HOLDINGS INC., MACANDREWS & FORBES LLC, STH PARTNERS, L.P. AND TRANSTECH PHARMA, INC.

The name, business address, present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, of each of the directors, executive officers or general partner (and any person controlling such entity), as applicable, of MacAndrews & Forbes Holdings Inc., MacAndrews & Forbes LLC, STH Partners, L.P. and TransTech Pharma, Inc. are set forth below. If no business address is given for a director or officer of MacAndrews & Forbes Holdings Inc. or MacAndrews & Forbes LLC, the director's or officer's address is MacAndrews & Forbes Holdings Inc., 35 East 62nd Street, New York, New York 10065. The business address for STH Partners, L.P., the general partner of STH Partners, L.P. and the officers of STH Partners, L.P. is c/o Matthew H. Kamens, Cozen O'Connor, 1900 Market Street, Philadelphia, Pennsylvania 19103. The business address for the sole member of the general partner of STH Partners, L.P. is Matthew H. Kamens, Cozen O'Connor, 1900 Market Street, Philadelphia, Pennsylvania 19103. If no business address is given for a director or officer of TransTech Pharma, Inc., the director's or officer's address is TransTech Pharma, Inc., 4170 Mendenhall Oaks Parkway, Suite 110, High Point, North Carolina 27265.

#### MACANDREWS & FORBES HOLDINGS INC.

Name and Position  
(if different from  
Principal Occupation  
or Employment)

Present Principal Occupation or  
Employment and Address

Ronald O. Perelman

Director, Chairman and Chief Executive Officer of MacAndrews & Forbes Holdings Inc.

Barry F. Schwartz

Director and Executive Vice Chairman of MacAndrews & Forbes Holdings Inc.

Paul G. Savas

Executive Vice President and Chief Financial Officer of MacAndrews & Forbes Holdings Inc.

---

**MACANDREWS & FORBES LLC**

Name and Position  
(if different from  
Principal Employment).

Present Principal Occupation or  
Employment and Address

Ronald O. Perelman  
Chairman and Chief Executive Officer

Director, Chairman and Chief Executive Officer of MacAndrews & Forbes Holdings Inc.

Barry F. Schwartz  
Executive Vice Chairman

Director and Executive Vice Chairman  
of MacAndrews & Forbes Holdings Inc.

---

**STH PARTNERS, L.P.**

STH Partners, L.P. is a holding company formed as a Delaware limited partnership. The general partner of STH Partners, L.P. is MK Holdings One LLC, a holding company formed as a Delaware limited liability company, the sole member of which is Matthew H. Kamens. Mr. Kamens is Of Counsel at Cozen O'Connor.

---

**TRANSTECH PHARMA, INC.**

Name and Position (if different from <u>Principal Employment</u> )	Present Principal Occupation or <u>Employment and Address</u>
Adnan M. M. Mjalli, Ph.D.	Director, President and Chief Executive Officer of TransTech Pharma, Inc.
Ronald O. Perelman Director	Director, Chairman and Chief Executive Officer of MacAndrews & Forbes Holdings Inc.
Barry F. Schwartz Director	Director and Executive Vice Chairman of MacAndrews & Forbes Holdings Inc.
Paul G. Savas Director	Executive Vice President and Chief Financial Officer of MacAndrews & Forbes Holdings Inc.
Thomas R. B. Wardell Director	Partner, McKenna Long & Aldridge LLP
Anne L. Showalter	Senior Vice President – Legal Affairs and Secretary of TransTech Pharma, Inc.
Stephen L. Holcomb	Senior Vice President – Chief Financial Officer and Treasurer of TransTech Pharma, Inc.
Stephen J. Ireland	Senior Vice President – Business Development of TransTech Pharma, Inc.

AMENDED AND RESTATED AGREEMENT OF  
JOINT FILING OF SCHEDULE 13D

The undersigned hereby agree to jointly prepare and file with regulatory authorities Amendment Number 8 ("Amendment No. 8") to the statement on Schedule 13D, dated September 30, 2009, filed by MacAndrews & Forbes Holdings Inc., MacAndrews & Forbes LLC, STH Partners, L.P. and TransTech Pharma, Inc. and (other than in the case of TransTech Pharma, Inc.) any subsequent amendments thereto reporting each of the undersigned's ownership of securities of SIGA Technologies, Inc. and hereby affirm that such Amendment No. 8 is being filed on behalf of each of the undersigned.

Dated: October 2, 2009

MACANDREWS & FORBES HOLDINGS INC.  
MACANDREWS & FORBES LLCBy: /s/ Barry F. Schwartz  
Name: Barry F. Schwartz  
Title: Executive Vice Chairman

Dated: October 2, 2009

STH PARTNERS, L.P.

By: /s/ Paul G. Savas  
Name: Paul G. Savas  
Title: Executive Vice President – Finance

Dated: October 2, 2009

TRANSTECH PHARMA, INC.

By: /s/ Anne L. Showalter  
Name: Anne L. Showalter  
Title: Senior Vice President  
Legal Affairs and Secretary

**PROMISSORY NOTE**

\$18,036,289

Effective as of September 30, 2009

For value received, the undersigned STH PARTNERS, L.P., a Delaware limited partnership ("**Promisor**"), promises to pay to TRANSTECH PHARMA, INC., a Delaware corporation ("**Payee**"), in lawful money of the United States of America, the principal sum of EIGHTEEN MILLION, THIRTY SIX THOUSAND, TWO HUNDRED EIGHTY NINE DOLLARS (\$18,036,289), or such lesser amount as may be outstanding from time to time, together with all accrued and unpaid interest due on such outstanding balance, in accordance with the terms and provisions of this Promissory Note (this "**Note**").

1. **Interest.** Interest on the principal balance from time to time outstanding under this Note shall accrue from the date hereof, at a rate equal to the LIBOR Rate. Interest shall be payable on the last day of each LIBOR Interest Period through the Maturity Date and on the Maturity Date. "**LIBOR Rate**" means an annual rate of interest equal to 1.5% per annum above the applicable LIBOR Index with respect to the applicable LIBOR Interest Period. "**LIBOR Index**" means the rate which appears on Reuters Screen page LIBOR 01 (or at such page as may replace such page on that service) at approximately 11:00 a.m. (London Time) two Business Days (as defined below) prior to the first day of the applicable LIBOR Interest Period and having the same term as the applicable LIBOR Interest Period. "**LIBOR Interest Period**" means initially, the period commencing on the date hereof and ending one month thereafter, and thereafter, each period commencing on the last day of the former LIBOR Interest Period and ending one month thereafter, with each such period being subject to adjustments as may be agreed between Promisor and Payee.

2. **Principal.** Unless called for repayment sooner pursuant to the terms hereof, the outstanding principal amount of this Note, and all accrued and unpaid interest, shall be due and payable on the date that is the second anniversary of the date hereof (the "**Maturity Date**").

3. **Manner of Payments.** All payments shall be made by wire transfer of immediately available funds to an account designated by Payee in writing. All payments by Promisor hereunder shall be applied (i) first to the interest due and unpaid under this Note, and (ii) thereafter, to any principal owing under this Note. Notwithstanding anything to the contrary contained herein, when any payment hereunder is due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day (and, in the case of principal, interest shall continue to accrue thereon until such payment is made). "**Business Day**" means any day other than a Saturday, Sunday or a day on which commercial banks in New York City are required or authorized by law to be closed.

4. **Principal Repayment.**

---



a) *Optional Prepayment.* Promisor may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note.

b) *Mandatory Repayment.*

- i. Upon Payee's written request delivered to Promisor not later than five (5) Business Days prior to the applicable payment date, Promisor shall repay amounts of the outstanding principal balance (to the extent then outstanding) due under this Note as follows:
  1. At any time on or after October 1, 2009, principal in an amount as specified by Payee up to FOUR MILLION DOLLARS AND ZERO CENTS (\$4,000,000);
  2. At any time on or after January 2, 2010, principal in an amount as specified by Payee up to SIX MILLION DOLLARS AND ZERO CENTS (\$6,000,000);
  3. At any time on or after April 1, 2010, principal in an amount as specified by Payee up to any then outstanding principal amount.
- ii. If, prior to the Maturity Date there occurs an event of default under that certain loan agreement between PharmaCore, Inc. and Wachovia Bank, as administrative agent, dated June 9, 2008, that results in an acceleration of amounts outstanding thereunder (which amounts PharmaCore, Inc. fails to pay in full), then if and to the extent that Payee, in its capacity as guarantor under such loan agreement, is required to remit amounts to Wachovia Bank, upon Payee's written request delivered to Promisor not later than two (2) Business Days prior to the requested payment date, Promisor shall repay amounts of the outstanding principal balance (to the extent then outstanding) due under this Note in an amount up to the lesser of (i) FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000) or (ii) the amount that Payee, in its capacity as guarantor under such loan agreement, is required to remit to Wachovia Bank;

it being understood that the amounts for repayment set forth above in this Section 4.b) shall be cumulative, such that to the extent that Payee does not request repayment of any such amount on or after the specified date, such amounts may be included in any amounts requested for repayment after such date. For the avoidance of doubt, nothing in this Section 4.b) shall result in Promisor having

any obligation for an aggregate principal amount (exclusive of interest) under this Note in excess of \$18,036,289.

c) *General.* At the time of any payment of principal under this Note, Promisor shall pay to Payee all accrued and unpaid interest on the principal amount paid.

5. Events of Default. If any of the following events of default occur, this Note shall become due immediately, without demand or notice:

a) the failure of Promisor to pay the principal and any accrued interest when due or otherwise required hereunder, such failure continuing for five (5) days after Payee notifies Promisor thereof in writing; or

b) pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"), any of the following events: (i) the filing of voluntary bankruptcy proceedings involving Promisor as a Debtor; (ii) the application for appointment of a receiver for Promisor; (iii) the making of a general assignment for the benefit of Promisor's creditors; (iv) the admission of Promisor in writing of its inability to pay its debts as they become due, or (v) the entry against Promisor by a court of competent jurisdiction under any Bankruptcy Law of an order or decree for relief in an involuntary case.

6. Guarantee. MacAndrews & Forbes Holdings Inc., a Delaware corporation ("Guarantor"), hereby unconditionally and irrevocably guarantees to Payee the due and punctual payment of all obligations and liabilities of Promisor arising under or in connection with this Note (the "Guaranteed Obligations") as and when the same shall become due and payable, whether at maturity, by declaration or otherwise, according to the terms hereof. In the case of failure by Promisor to punctually pay the Guaranteed Obligations, Guarantor hereby agrees to pay such obligations punctually as and when the same shall become due and payable, whether at maturity or by declaration or otherwise as if such payment were made by Promisor. The obligations of Guarantor under this Section 6 shall be unconditional and absolute and shall not be released, discharged or otherwise affected by, and Guarantor, to the extent permitted by law, hereby waives, any defense to any of the obligations hereunder and any rights of subrogation against Promisor or the general partner of Promisor.

7. Remedies. Payee may exercise any and all rights and remedies available to it under applicable law, including, without limitation, the right to collect from Promisor all sums due under this Note. Promisor shall pay all reasonable costs and expenses incurred by or on behalf of Payee in connection with Payee's exercise of any or all of its rights and remedies under this Note, including, without limitation, reasonable attorneys' fees.

8. Severability. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9. Notices. Any notice required or permitted to be given to Payee hereunder shall be given to it at 4170 Mendenhall Oaks Parkway, Suite 110, High Point, NC 27265, or at such other place in the United States of America as Payee shall designate to Promisor in writing. Any notice or demand required or permitted to be given to Promisor hereunder shall be given to it at c/o Matthew H. Kamens, Cozen O'Connor, 1900 Market Street, Philadelphia, PA 19103, or at such other place in the United States of America as Promisor shall designate to Payee in writing.

10. Waiver. The rights and remedies of Payee under this Note shall be cumulative and not alternative. No waiver by Payee of any right or remedy under this Note shall be effective unless in a writing signed by Payee. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege and no single or partial exercise of any such right, power or privilege by Payee will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. Promisor hereby waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

11. Parties in Interest. This Note shall bind Promisor and its successors and permitted assigns. Notwithstanding anything to the contrary in this Note, neither Promisor nor Payee shall assign, transfer, convey, grant participation interest in or pledge all or any part of its rights and obligations with respect to the loan evidenced by this Note or any interest therein without first obtaining the other party's written consent (such consent not to be unreasonably withheld or delayed), and any attempted assignment, transfer, conveyance, grant or pledge shall be void and without effect.

12. Captions. The captions herein are for convenience and reference only and in no way define or limit the scope or content of this Note or in any way affect its provisions.

13. No Usury. If from any circumstances whatsoever, fulfillment of any provision of this Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

14. Governing Law. This Note shall be governed by the laws of the State of New York.

Signed this 30th day of September 2009

STH PARTNERS, L.P.

By: /s/ Paul G. Savas  
Name: Paul G. Savas  
Title: Executive Vice President – Finance

*[signature page to promissory note]*

---

*Solely for purposes of Section 6:*

MACANDREWS & FORBES HOLDINGS INC.

By: /s/ Barry F. Schwartz  
Name: Barry F. Schwartz  
Title: Executive Vice Chairman

*[signature page to promissory note]*

---

*STH Partners, L.P.*  
*c/o Matthew H. Kamens*  
*Cozen O'Connor*  
*1900 Market Street*  
*Philadelphia, Pennsylvania 19103*

September 30, 2009

MacAndrews & Forbes LLC  
35 East 62<sup>nd</sup> Street  
New York, New York 10065

MK Holdings One LLC  
c/o Matthew H. Kamens  
Cozen O'Connor  
1900 Market Street  
Philadelphia, Pennsylvania 19103

Each of STH Partners, L.P., a Delaware limited partnership (the "Partnership"), MacAndrews & Forbes LLC, a Delaware limited liability company, as the limited partner of the Partnership, and MK Holdings One LLC, a Delaware limited liability company (the "General Partner"), as the general partner of the Partnership, hereby agrees that, notwithstanding anything to the contrary in the Limited Partnership Agreement of the Partnership:

1. With respect to any shares of SIGA Technologies, Inc. ("SIGA") that are or may from time to time be held by the Partnership ("SIGA Shares"), the General Partner shall have sole power and authority on behalf of the Partnership to dispose, or to direct the disposition, of such SIGA Shares; and
2. For so long as the Partnership holds SIGA Shares, the Partnership shall vote all of such SIGA Shares in the same proportion (for, against, abstain or withheld, or as otherwise indicated) as the votes cast by all other holders of voting stock of SIGA on all matters to be voted on by holders of such voting stock.

*[signature page follows]*

---

If you are in agreement with the foregoing, please so indicate by signing the enclosed duplicate copy of this letter agreement.

Very truly yours,

STH PARTNERS, L.P.

By: /s/ Matthew H. Kamens  
Name: Matthew H. Kamens  
Title: Executive Vice President and Sole  
Member of the General Partner

ACCEPTED AND AGREED TO:

MACANDREWS & FORBES LLC

By: /s/ Barry F. Schwartz  
Name: Barry F. Schwartz  
Title: Executive Vice Chairman

MK HOLDINGS ONE LLC

By: /s/ Matthew H. Kamens  
Name: Matthew H. Kamens  
Title: Sole Member

*[signature page to letter agreement]*