

**Fill in this information to identify the case:**

Debtor Orexigen Therapeutics, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 18-10518

**Official Form 410  
Proof of Claim**

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. <b>Who is the current creditor?</b>	<u>AFCO Acceptance Corporation</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor <u>44-20-110625-6</u>	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>AFCO Acceptance Corporation</u> <u>Erica Ryan</u> <u>4501 College Blvd, Ste 320</u> <u>Leawood, KS 66211, Johnson</u>	
	Contact phone <u>913-327-5054</u>	Contact phone _____
	Contact email <u>eryan@afco.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 151,969.36. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Money Loaned

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: Money Loaned - Unearned Premiums  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$151,969.36  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/13/2018  
MM / DD / YYYY

/s/Erica Ryan  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Erica Ryan  
First name Middle name Last name

Title Special Collection Analyst

Company AFCO Acceptance Corp  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 830-4646 | International (310) 751-2641

<b>Debtor:</b> 18-10518 - Orexigen Therapeutics, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> AFCO Acceptance Corporation Erica Ryan 4501 College Blvd, Ste 320  Leawood, KS, 66211 Johnson <b>Phone:</b> 913-327-5054 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> eryan@afco.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b> 44-20-110625-6	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Money Loaned	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 151,969.36	<b>Includes Interest or Charges:</b> None	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> Yes: 151,969.36 <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> Other Describe: Money Loaned - Unearned Premiums <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Erica Ryan on 13-Apr-2018 1:00:22 p.m. Eastern Time <b>Title:</b> Special Collection Analyst <b>Company:</b> AFCO Acceptance Corp		

OK to accept & fund  
 JEA to FU for PV's  
 M. Aring 9/28/17

FILE NO. 1829



**Premium Finance Agreement - Promissory Note**

8885 Rio San Diego Drive, Suite 347, San Diego, CA 92108  
 TEL. NOS. 619-209-5210 800-288-7920

(CHECK APPROPRIATION)

PERSONAL  
 COMMERCIAL

Page 1 of 3

Agent (Name and Address) Aon Risk Insurance Services West, Inc. 425 Market Street, Suite 2800 San Francisco, CA 94105 415-486-7000	10361432	Insured (Name and Address as shown on the policy) Orexigen Therapeutics Inc. 3344 N Torrey Pines Court Suite 200 La Jolla, CA 92037
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A) Total Premiums <u>144.72</u>	B) Down Payment	C) Amount Financed <u>93,72</u>	D) Finance Charge	E) Total Payments
\$1,000,464.26	\$250,041.00	\$750,123.26	9743.08 @ 59.745.00	759,891.80 @ \$250,868.30
F) Annual Percentage Rate	No. of Payments	Amount of Payments	First Installment Due	Installment Due Dates
2.824 %	10 (Monthly)	75,894.68	\$75,986.83	09/01/2017 1st

**SCHEDULE OF POLICIES**

Policy Prefix and Numbers	Effective Date of Policy Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
1K53229573	08/01/2017	Scottsdale Insurance Company Administration Fee State Tax	EPL FEF TAN	12 NRef Ref	55,216.48 300.00 2,007.87
017718302	08/01/2017	National Union Fire Insurance Co Pittsburgh PA	CRIM	12	3,173.05
017723550	08/01/2017	National Union Fire Insurance Co Pittsburgh PA	CBRLD	12	12,139.70
Policy Detail Continued...					

**Security Agreement**

(1) **DEFINITIONS:** The above named insured (the "Insured") is the borrower. AFCO Acceptance Corporation ("AFCO") is the lender to whom the debt is owed. "Insurance company" or "company", "insurance policy" or "policy" and "premium" refer to those items listed under the "Schedule of Policies". Singular words shall mean plural and vice-versa as may be required in order to give this Agreement meaning.  
 (2) **PROMISE OF REPAYMENT:** The insured (i) requests AFCO to pay the premiums in the Schedule of Policies, less the Down Payment and any installments paid prior to acceptance of this Agreement and (ii) promises to pay to AFCO the amount stated in Block E above according to the Payment Schedule shown above, subject to the remaining terms of this Agreement. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. AFCO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to AFCO are deemed made only upon receipt in good funds. Checks are accepted, subject to collection.

**INSURED AGREES TO ALL TERMS SET FORTH ON ALL PAGES OF THIS AGREEMENT AND ANY ADDENDA THERETO.**

SIGNATURE OF INSURED(S) OR AUTHORIZED AGENT OF INSURED(S) JASON KEYES CFO 9/18/17  
 PRINT NAME TITLE DATE

**AGENT OR BROKER REPRESENTATIONS**

The undersigned warrants and agrees: (A) The policies are in full force and effect and the information in the Schedule of Policies has been verified and is correct. (B) The Insured authorized this transaction, recognizes the security interest assigned herein and has received a copy of this Agreement. (C) To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by any party and to pay the monies as well as any unearned commissions to AFCO promptly to satisfy the outstanding indebtedness of the Insured. (D) There are not and will not be any other liens given against the listed policies and the premiums are not and will not be financed by any other lender. (E) The policies comply with AFCO's eligibility requirements. (F) No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. The deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies. (G) The Insured can cancel the policies and the unearned premiums will be computed on the standard pro-rata table. (H) No proceeding(s) in bankruptcy, receivership, or insolvency have been instituted by or against the Insured. (I) All premiums shall be paid to the insurer(s). (J) No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. (K) AFCO will rely upon these representations in determining whether to accept this Agreement.

**IF THERE ARE ANY EXCEPTIONS TO THE ABOVE STATEMENTS, THEY ARE LISTED BELOW:**

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS COLLECTED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

SIGNATURE OF AGENT OR BROKER [Signature] TITLE DATE

FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA



FILE NO. 1829

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 TEL. NOS. 619-209-5210 800-288-7930

(CHECK APPROPRIATE BOX)

PERSONAL  
 COMMERCIAL

**SCHEDULE OF POLICIES**

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
V158613PNGI	08/01/2017	Beazley Insurance Company Inc.	MRCG	12	49,600.00
005247900	08/01/2017	Ironshore Specialty Insurance Company State Tax	PROD TAX	12* Ref	591,000.00 14,720.00
70909138	08/01/2017	Federal Insurance Company	PROD	12	131,363.25
OC17LEX0BEEUR NC	08/01/2017	Navigators Specialty Insurance Company State Tax	PROD TAX	12 Ref	215,430.00 8,256.00
WP625250050	08/01/2017	Continental Casualty Company	PKG	12	2,376.00
WP625250050	08/01/2017	Continental Casualty Company	PKG	12	5,000.00
52 UN HIB 1880	08/01/2017	Hartford Fire Insurance Company State Tax	PROP TAX	12 Ref	62,460.12 <del>28.00</del>
52 WF AB4288	08/01/2017	Hartford Fire Insurance Company State Tax	WC TAX	12 Ref	<del>22,000.00</del> 976.00
52R R1H 10B1013	08/01/2017	Hartford Casualty Insurance Company	UMB	12	<del>8,079.00</del> 8081.96

- (3) **SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to AFCC as collateral for the total amount payable in this Agreement and any other past, present or future extensions of credit, (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCC, (b) loss payoffs which reduce the unearned premiums, subject to any mortgage or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCC shall be named a loss-payee with respect to such policy. AFCC at its option may enforce payment of this debt without recourse to the security given to AFCC. The Insured irrevocably appoints AFCC as its attorney in fact with full authority to (i) cancel all insurance financed by AFCC for the reasons set forth in paragraph 12, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCC and (iii) to execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.
- (4) **WARRANTY OF ACCURACY:** The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees and (ii) authorizes AFCC to insert or correct on this Agreement, if omitted or incorrect, the Insured's name, the policy numbers, and the due date of the first installment and to correct any obvious errors. In the event of any such change, correction or insertion, AFCC will give the Insured written notice thereof.
- (5) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.
- (6) **ADDITIONAL PREMIUMS:** The money paid by AFCC is only for the premium as determined at the time the insurance policy is issued. AFCC's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. If AFCC assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any other agreement(s) identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by AFCC to the totality of such transaction.
- (7) **SPECIAL INSURANCE POLICIES:** If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCC which the insurance company retains.
- (8) **NAMED INSURED:** If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.
- (9) **AGENT'S WARRANTIES:** To induce AFCC to accept this Agreement, the person executing this Agreement, if not the Insured, warrants severally and is the duly authorized agent of the Insured, that he is the duly authorized agent of the Insured, appointed specifically to enter into this transaction on the Insured's behalf and that he can perform any act the Insured could or should perform with respect to this transaction.
- (10) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCC mails the Insured its acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCC, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCC, shall constitute a valid and enforceable contract.
- (11) **DEFAULT AND DISHONORED CHECK CHARGES:** If the Insured is late in making a loan payment to AFCC by 10 or more days, the Insured will pay to AFCC a default charge of 3% of the delinquent installment, but will be at least \$1. If a check is dishonored, the Insured will pay a delinquent check fee not to exceed \$15.
- (12) **CANCELLATION:** AFCC may cancel all insurance policies financed by AFCC after giving 10 days notice of its intent to do so and the full balance due to AFCC shall be immediately payable. If the Insured does not pay any installment according to the terms of this or any other agreement with AFCC, Payment of unearned premiums shall not be deemed to be payment of installments to AFCC in full or in part.
- (13) **AGREED RATE OF CHARGE:** The rate of charge for a loan not exceeding \$2,499.99 computed from the earliest effective date of the insurance coverage shall not exceed:  
 (a) 2% per month on the total of the unpaid principal balance not exceeding \$1,000; 1% per month of any remainder of such unpaid balance in excess of \$1,000; or  
 (b) 1.6% per month of the unpaid principal balance.  
 All other rates of charge shall be agreed upon by the parties to the contract. All contracts shall be subject to a minimum charge of \$25.00.
- (14) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCC after mailing of AFCC's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. Any money AFCC receives from an insurance company shall be credited to the amount due AFCC with any surplus paid over to whomever is entitled to the money. No refund of less than \$1.00 shall be made. In the event that AFCC requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated.
- (15) **COLLECTION EXPENSE - ATTORNEY FEES:** The Insured agrees to pay AFCC's collection expenses. If AFCC obtains a court judgment against the Insured, the Insured agrees to pay to AFCC court costs and reasonable attorney's fees as allowed by the court in the judgment.
- (16) **REFUND CREDITS:** The Insured will receive a (i) refund credit of part of the finance charge if it voluntarily prepays the outstanding debt in full before the last installment due date according to Section 13629 of the Financial Code and (ii) refund credit of part of the finance charge if the maturity of the loan is accelerated for any reason according to Section 13642 of the Financial Code. The methods for computing these refund credits are stated below:  
 (a) Voluntary Prepayment - (i) If prepayment in full is made during the first three months and 15 days after the earliest insurance policy effective date as shown on the front of the contract, AFCC will compute a finance charge by multiplying the agreed rate of charge as stated at the end of this Agreement by the unpaid principal balances to the number of days from the earliest policy effective date to the date of prepayment in full. AFCC will apply each payment made by the Insured, first to finance charge and then to principal. AFCC will then subtract this actual finance charge from the finance charge shown in Box D of the contract to obtain the refund credit. (ii) If prepayment in full is made more than three months and 15 days after the earliest insurance policy effective date, the refund credit shall be computed by the Rule of 78s method.  
 (b) Acceleration of Maturity - If payment of the unpaid balance of the loan to AFCC is accelerated for any reason, AFCC shall make the same refund or credit as would be required if this loan contract was paid in full on the date of acceleration. Paragraph 16(a) states the method of computing the refund or credit. The unpaid balance remaining after subtracting the refund or credit shall be treated as the unpaid principal balance. The Insured agrees to pay AFCC interest on the unpaid principal balance, computed at the agreed rate of charge stated at the end of this Agreement, until AFCC is actually paid in full, notwithstanding any cancellation of coverage. If AFCC issues a Notice of Cancellation, AFCC may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.
- (17) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this Agreement (the "Agent") is the Insured's agent, not AFCC's and AFCC is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCC has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the Agent are made in its capacity as the Insured's agent and AFCC makes no representations with respect to the accuracy of any such disclosures. Notwithstanding any breakdown of the Amount Financed by policy that the Agent may disclose, AFCC's security interest includes the totality of all gross unearned premiums in addition to any other collateral set forth in paragraph (3) and AFCC discloses only a single aggregate Amount Financed in Block C.
- (18) **NOT A CONDITION OF OBTAINING INSURANCE:** This Agreement is not required as a condition for obtaining insurance coverage.
- (19) **SUCCESSORS AND ASSIGNS:** All legal rights given to AFCC shall benefit AFCC's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCC's written consent except for the interest of mortgagees and loss payees.
- (20) **LIMITATION OF LIABILITY - CLAIMS AGAINST AFCC:** The Insured hereby irrevocably waives and releases AFCC from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract pursuant to paragraph 10. AFCC's liability for breach of any of the terms of this agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of willful misconduct. Any claims against AFCC shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.
- (21) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in the Agreement and their successors are authorized and directed to provide AFCC with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.
- (22) **ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE:** This document is the entire agreement between AFCC and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (4). The laws of the state of California will govern this Agreement unless otherwise stated. AFCC may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.
- (23) **WAIVER OF SOVEREIGN IMMUNITY:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.