

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. Who is the current creditor? | <u>ATP, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) | |
| | Other names the creditor used with the debtor <u>PPD Medical Communications</u> | |
| 2. Has this claim been acquired from someone else? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____ | |
| 3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| | <u>ATP, LLC</u> Attention to: Hank Gerock 929 North Front Street Wilmington, NC 28401, USA | <u>PPD Medical Communications</u> 26361 Network Place Chicago, IL 60673-1263, USA |
| | Contact phone <u>910-558-2932</u> | Contact phone <u>910-558-2932</u> |
| | Contact email <u>hank.gerock@ppdi.com</u> | Contact email <u>Hank.Gerock@ppdi.com</u> |
| | Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY | |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <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? \$ 157,145.15. 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.
Services Provided

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: _____
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: \$ _____
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 05/09/2018
MM / DD / YYYY

/s/Henry Gerock III
Signature

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

Name Henry Gerock III
First name Middle name Last name

Title Assistant General Counsel

Company Pharmaceutical Product Development, LLC
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

| | | |
|--|---|----------------------------------|
| Debtor: 18-10518 - Orexigen Therapeutics, Inc. | | |
| District: District of Delaware | | |
| Creditor: ATP, LLC Attention to: Hank Gerock 929 North Front Street Wilmington, NC, 28401 USA Phone: 910-558-2932 Phone 2: Fax: 910-558-6951 Email: hank.gerock@ppdi.com | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | |
| | Has Related Claim: No Related Claim Filed By: | |
| | Filing Party: Authorized agent | |
| Disbursement/Notice Parties: PPD Medical Communications 26361 Network Place Chicago, IL, 60673-1263 USA Phone: 910-558-2932 Phone 2: Fax: 910-558-6951 E-mail: Hank.Gerock@ppdi.com DISBURSEMENT ADDRESS | | |
| Other Names Used with Debtor: PPD Medical Communications | Amends Claim: No Acquired Claim: No | |
| Basis of Claim: Services Provided | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: 157,145.15 | Includes Interest or Charges: No | |
| Has Priority Claim: No | Priority Under: | |
| Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No | Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured: | |
| Submitted By: Henry Gerock III on 09-May-2018 3:27:33 p.m. Eastern Time Title: Assistant General Counsel Company: Pharmaceutical Product Development, LLC | | |

AMENDMENT NUMBER 2 TO WORK ORDER NUMBER 1

This **Amendment Number 2** ("Amendment") is entered into as of June 12, 2017, (the "Effective Date") by and between ATP, LLC d/b/a PPD Medical Communications ("*Provider*" or "*PPD*") and Orexigen Therapeutics, Inc. ("*Orexigen*").

WHEREAS, Orexigen and Provider entered into a certain Amendment Number 1 dated May 1, 2017 and Work Order Number 1 dated May 15, 2016, ("**Work Order No. 1**") pursuant to the terms of the Master Services Agreement dated April 7, 2016, between Orexigen, Orexigen Therapeutics Ireland Limited, and Provider.

WHEREAS, Orexigen and Provider wish to amend the Work Order No. 1, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter, the parties hereto agree as follows:

1. Section 4, Fees. Paragraph 4.4 shall be deleted in its entirety and replaced with the following:

"Fees for direct costs under this Work Order No. 1 shall not exceed the estimated budget total as shown below without the prior written approval of Orexigen.

| | |
|---------------------------------|--------------------|
| Original Total: | \$799,503 |
| Amendment 1 | + \$4,228 |
| Amendment 2 | <u>+ \$750,592</u> |
| Revised Work Order No. 1 Total: | <u>\$1,554,323</u> |

2. Exhibit A, Staffing section. The staffing table shall be amended to add the table below, which extends the staffing from September 1, 2017 through August 31, 2018.

| Staff Member | FTE |
|--------------|-------------------------------------|
| | September 2017 - August 2018 |
| Nurse | 2.72 |
| Manager | 0.30 |

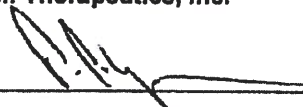
3. Exhibit A, Appendix A - Service Parameters shall be amended to include Appendix A-1 attached hereto and incorporated herein by reference. The Appendix A-1 contains the Service Parameters for ongoing services from September 1, 2017 through August 31, 2018.
4. Exhibit A, Appendix B - Budget Estimate shall be amended to include Appendix B-1 attached hereto and incorporated herein by reference. The Appendix B-1 contains the Budget Estimate for ongoing services from September 1, 2017 through August 31, 2018.
5. Exhibit A, Appendix C - PPD Fee Schedule shall be amended to include Appendix C-1 attached hereto and incorporated herein by reference. The Appendix C-1 contains the


PPD Fee Schedule for ongoing services from September 1, 2017 through August 31, 2018.

6. Exhibit A, Appendix D - IT System Support/Maintenance shall be deleted in its entirety and replaced with the revised Appendix D attached hereto and incorporated herein by reference. Appendix D has been updated to include these key changes:
- o Clarified process of implementing client provided software
 - o Increased time needed to implement new software due to increased desktop and network security protocols
 - o Clarified call flow changes timelines and what is considered in scope
 - o Added call retention language
7. Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the Work Order No. 1 shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of Work Order No. 1, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.


Orexigen Therapeutics, Inc.

By: 
Name: Peter Flynn
Title: SVP, Global Development, Regulatory Affairs & Safety
Date: 7-18-2017

By: 
Name: Jason Keyes
Title: SVP & CFO
Date: 7-18-2017



ATP, LLC
d/b/a Medical Communications

By: 
Name: Vivian Broach
Title: VP, Operations
Date: July 21, 2017



APPENDIX A-1 - SERVICE PARAMETERS

PPD's budget estimates are based on the assumptions listed below. Any changes to the assumptions stated in these tables may impact service levels, budget and/or staffing levels. PPD will work to proactively notify Orexigen of any scope change that may affect staffing and budget.

Table 1: Service Parameters

| Medical Information Contact Center | Metrics | |
|---|--|--------------------------------------|
| Contract Term | 01 September 2017 - 31 August 2018 | |
| Service Level | 85/30 (85% of calls answered in 30 seconds or less) | |
| Services | Volume Per Month | Average Handle Time (in mins) |
| Inbound Calls | 254 | 10 |
| Adverse Events | 112 | 35 |
| Product Complaints | 13 | 30 |
| Non-Phone/Outbound | | |
| Inquiries | 186 | 15 |
| Adverse Events | 112 | 3 |
| Product Complaints | 11 | 20 |

| Medical Writing | Metrics |
|--------------------------------|---|
| Contract Term | 01 September 2017 - 31 August 2018 |
| Services | Estimated Volume per Contract Term¹ |
| Develop custom response letter | 120 |

Note 1: The number of units shown above is an estimate, based upon information received from Orexigen and PPD's experience with custom responses. Orexigen will only be billed for actual units expended. This approach may result in a total cost less than or greater than the estimated amount presented.

APPENDIX B-1 - BUDGET ESTIMATE

The following budget estimates are based on the assumptions listed in Appendix A-1 and are based on a timeline of 01 September 2017 through 31 August 2018. All amounts are shown in US dollars (USD).

Medical Information Contact Center

| Ongoing Direct Costs | Unit | No. Units | Cost |
|-------------------------------------|-------------|------------------|------------------|
| Program Management | | | \$115,360 |
| IT Support/Maintenance ¹ | | | \$17,106 |
| Contact Center Operations | | | |
| Weekday | | | \$482,507 |
| Total Direct Cost Estimate | | | \$614,973 |

Note 1: Please refer to Appendix D for a detailed description of the services included in the monthly IT support fee

| Additional Pass-Through Costs (not included above) | Cost |
|--|--------------------------|
| Language Translation, Copyright Clearance, Wide Area Network Access, Client Access to Telephony System, Travel and Lodging, Meals, Supplies, Phone and Fax Usage, Postage, Off-site Storage and Outsourced Copying | Actual cost, as incurred |

Medical Writing Support

| Ongoing Direct Costs | Unit | No. Units | Cost |
|-----------------------------------|-------------|------------------|------------------|
| Project Management | | | \$2,601 |
| Custom response letters | | | \$133,018 |
| Total Direct Cost Estimate | | | \$135,619 |

| Additional Pass-Through Costs (not included above) | Cost |
|--|--------------------------|
| Document Procurement, Language Translation, Copyright Clearance, Travel, Supplies, Off-site Storage and Outsourced Copying | Actual cost, as incurred |

PPD will invoice the above services on a monthly basis according to the fee schedule shown in Appendix C-1.

APPENDIX C-1 – PPD FEE SCHEDULE

All amounts are shown in US dollars (USD).

Effective 01 September 2017 – 31 August 2018

| Medical Information Contact Center Services | Unit | Rate |
|---|------|------------|
| <i>Ongoing Operational Support & Training, as required</i> | | |
| Associate Director | | \$181.60 |
| Operations Manager | | \$144.30 |
| Nurse – Weekday (Mon – Fri, 9am – 5pm ET) | | \$85.42 |
| Nurse – Holiday/Crisis* | | \$124.45 |
| Monthly IT Support ¹ | | \$1,425.52 |

Note 1. Please refer to Appendix D for a detailed description of the services included in the monthly IT support fee.

| Additional Pass-Through Costs (not included above) | Cost |
|--|--------------------------|
| Language Translation, Copyright Clearance, Wide Area Network Access, Client Access to Telephony System, Travel and Lodging, Meals, Supplies, Phone and Fax Usage, Postage, Off-site Storage and Outsourced Copying | Actual cost, As incurred |

| Medical Writing Support | Unit | Rate |
|--|------|------------|
| Custom Response Letters | | \$1,108.49 |
| <i>Hourly Support & Training, as required</i> | | |
| Manager | | \$216.72 |
| Sr. Medical Writer | | \$216.00 |
| Medical Writer | | \$189.88 |
| Sr. Document Review Specialist | | \$144.12 |

| Additional Pass-Through Costs (not included above) | Cost |
|--|--------------------------|
| Document Procurement, Language Translation, Copyright Clearance, Travel, Supplies, Off-site Storage and Outsourced Copying | Actual cost, As incurred |

PPD invoices on a monthly basis according to the fee schedule shown above and Section 4.6 of the Agreement, based on the number of hours spent in one-fourth (1/4) hour increments.

*The following days are considered as holidays for the purpose of this Agreement. If requested in writing at least 60 working days in advance, PPD's medical information contact center will provide services on these days as mutually agreed at the listed holiday rates. Should the

program operate on weekends, holiday rates will apply to Easter Sunday and to weekend days on which these observed holidays actually occur.

US:

New Year's Day (observed)
Good Friday
Memorial Day
Independence Day (observed)
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Day (observed)
Day after Christmas or Christmas Eve Day (observed)

APPENDIX D – IT SYSTEM SUPPORT/MAINTENANCE

PPD's budget estimate contains a Monthly IT Support Fee, specific to the anticipated needs of this program. PPD's IT Monthly Fee includes routine technical support and management of the following, if applicable:

| | Technology Scope | PPD | OREXIGEN |
|----------|---|-----|----------|
| 1 | PPD Standard End User Hardware | | |
| 1.1 | Provision of hardware per PPD's hardware standards | X | |
| 1.2 | Troubleshooting, repair and replacement of all PPD-owned hardware supporting the program | X | |
| 2 | PPD Standard End User Software | | |
| 2.1 | Assign, configure, install, troubleshoot and maintain all PPD standard software applications | X | |
| 2.2 | Deploy and maintain security patches and anti-virus updates according to PPD procedures | X | |
| 3 | Access to Orexigen systems (if applicable) | | |
| 3.1 | Provision of documented requirements for any Orexigen provided hardware and software including but not limited to network, telephony, and desktop configurations, including how each application is accessed | | X |
| 3.2 | Determine if Orexigen application requires any software configuration changes or installations on PPD hardware identified as being incompatible with PPD's hardware and software standards. | X | |
| 3.3 | Evaluate, certify, package, and test software configuration and installation of Orexigen provided system | X | |
| 3.4 | Define a communication and support plan that includes a process for engaging Orexigen technical support, primary points of contact from PPD and Orexigen and a periodic review and assessment of system requirements. Establish a schedule for review and update of the plan. | X | X |
| 3.5 | Notify PPD a minimum of 45 business days in advance of any Orexigen initiated software implementations and/or updates affecting applications utilized by PPD staff in support of the program. When applicable, Orexigen will provide PPD with access to the software prior to the scheduled upgrade for preliminary testing purposes. Failure to provide notice or access to software in this time frame may result in loss of access to the application until the full process can be completed. | | X |
| 3.6 | Assess and ensure any validation associated with 21 CFR Part 11 or other global regulatory requirements is conducted for any computerized system provided by Orexigen (software, | | X |

| | Technology Scope | PPD | OREXIGEN |
|----------|--|-----|----------|
| | application, etc.) as well as ongoing maintenance/validation of the system. | | |
| 4 | PPD Telephony & Call Recording Systems (if applicable) | | |
| 4.1 | Provide a phone with voicemail | X | |
| 4.2 | Maintain and troubleshoot all PPD-issued telephony | X | |
| 4.3 | Configure and maintain standard call-routing capabilities | X | |
| 4.4 | Programming updates and/or changes to an existing call flow up to 4 times per year and are submitted a minimum of 10 business days prior to go live | X | |
| 4.5 | Manage pre-defined holiday call flow changes per the holidays outlined in the agreement. | X | |
| 4.6 | Record all calls for QA and training purposes. Call recordings will be retained for 45 days or as specified by country specific regulations. | X | |
| 4.7 | Routine maintenance, technical support and troubleshooting assistance to support PPD provisioned telephony services | X | |
| 5 | Network Connectivity (if applicable) | | |
| 5.1 | Support and maintenance for Orexigen's dedicated virtual private network (VPN) connection and the inter-company VPN connections, including administration of the PPD firewall | X | |
| 5.2 | Support Orexigen requested connectivity changes and troubleshooting Orexigen's connectivity to PPD such as Orexigen initiated VPN changes, port configuration changes and performance testing. Included in the IT fee are 3 hours per incident. | X | X |
| 5.3 | Coordinate Orexigen initiated connectivity changes. Changes must be pre-approved by an authorized PPD security member prior to being scheduled for implementation per PPD's change control procedures. A minimum of 10 business days is required to implement planned connectivity changes. | X | X |

Authorization for IT Out of Scope Services

Should PPD technical support be required outside of the scope listed above, which is based on the estimate known at the time of the proposal/contract, PPD will provide an estimate for the change(s) in service.

The PPD program manager will initiate a request with IT to obtain a quote for the proposed services. The PPD program manager will then coordinate with the authorized Orexigen representative to ensure the accuracy of the description of services included in the quote, and to obtain the required approvals. IT Out of Scope services are not performed unless mutually agreed upon in writing. Email approvals are acceptable when accompanied by the quote. If applicable, the PPD program manager will initiate a modification to the current Agreement to incorporate the revised scope of services.



Remit payment to:
 PPD Medical Communications
 26361 Network Place
 Chicago, Illinois 60673-1263

Bill To: Orexigen Therapeutics, Inc.
 3344 N. Torrey Pines Court, Suite 200,
 La Jolla, California 92037, United States
 Attn: Amy Halseth, PhD

Send all other correspondence to:
 PPD Medical Communications
 5150 McCrimmon Pkwy, Ste 411
 Morrisville, NC 27560

| Client Number | Invoice Number | Invoice Date | Due Date | Project |
|---------------|------------------|--------------|-----------|-------------------------------|
| 2089 | 66300020318-US-1 | 4/30/2018 | 5/30/2018 | Orexigen MedComm 663006502 |

Orexigen U.S. Medical Information Contact Center Operations

01-MAR-2018 -- 12-MAR-2018

Ongoing Operational Support & Training

| | | | |
|--|---------------------------------|--------------|--------------|
| Associate Director | 4.00 hour(s) x \$181.60/hour = | \$ 726.40 | \$ 23,295.08 |
| Operations Manager | 20.25 hour(s) x \$144.30/hour = | \$ 2,922.08 | |
| Nurse - Weekday (Mon-Fri, 9am-5pm EST) | 230.00 hour(s) x \$85.42/hour = | \$ 19,646.60 | |

Additional Costs

| | | | |
|---------------------|--|----------|----------|
| FedEx, UPS, Postage | | \$ 31.82 | \$ 31.82 |
|---------------------|--|----------|----------|

Additional Costs

| | | | |
|------------|------------------------------|-----------|-----------|
| IT Support | Pro-rated, March 01-12, 2018 | \$ 518.37 | \$ 518.37 |
|------------|------------------------------|-----------|-----------|

Invoice Questions?
 Please contact Crystal Perry at (919) 456-5346.

Invoice Total (USD): \$ 23,845.27

Wiring/ACH Instructions:

Beneficiary: PPD Medical Communications
 Account No. 500002360
 R/T No. 021000021
 SWIFT/BIC: CHASUS33

Overnight Address:

JPMorgan Chase
 131 S. Dearborn, 6th Floor
 Chicago, IL 60603
 ATTN: PPD Med Comm / Box 26361

Note:

Any meals and entertainment expenses included in the above total are subject to the 50% limitations imposed by Section 274(n) of the Internal Revenue Code.



Remit payment to:
 PPD Medical Communications
 26361 Network Place
 Chicago, Illinois 60673-1263

Bill To: Orexigen Therapeutics, Inc.
 3344 N. Torrey Pines Court, Suite 200,
 La Jolla, California 92037, United States
 Attn: Amy Halseth, PhD

Send all other correspondence to:
 PPD Medical Communications
 5150 McCrimmon Pkwy, Ste 411
 Morrisville, NC 27560

| Client Number | Invoice Number | Invoice Date | Due Date | Project |
|---------------|----------------|--------------|-----------|-------------------------------|
| 2089 | 66300020118 | 2/9/2018 | 3/11/2018 | Orexigen MedComm 663006502 |

Orexigen U.S. Medical Information Contact Center Operations

January, 2018

| | | | |
|---|---------------------------------|--------------|--------------|
| Ongoing Operational Support & Training | | | \$ 55,890.29 |
| Associate Director | 11.00 hour(s) x \$181.60/hour = | \$ 1,997.60 | |
| Operations Manager | 53.75 hour(s) x \$144.30/hour = | \$ 7,756.13 | |
| Nurse - Weekday (Mon-Fri, 9am-5pm ES) | 491.75 hour(s) x \$85.42/hour = | \$ 42,005.29 | |
| Nurse Training - Weekday (Mon-Fri, 9am | 48.00 hour(s) x \$85.42/hour = | \$ 4,100.16 | |
| Nurse - Holiday/Crisis | 0.25 hour(s) x \$124.45/hour = | \$ 31.11 | |
| Additional Costs | | | \$ 35.49 |
| FedEx, UPS, Postage | | \$ 35.49 | |
| Additional Costs | | | \$ 1,425.52 |
| IT Support | | \$ 1,425.52 | |

Invoice Questions?
 Please contact Crystal Perry at (919) 456-5346.

Invoice Total (USD): \$ 57,351.30

Wiring/ACH Instructions:
 Beneficiary: PPD Medical Communications
 Account No. 500002360
 R/T No. 021000021
 SWIFT/BIC: CHASUS33

Overnight Address:
 JPMorgan Chase
 131 S. Dearborn, 6th Floor
 Chicago, IL 60603
 ATTN: PPD Med Comm / Box 26361

Note:
 Any meals and entertainment expenses
 included in the above total are subject
 to the 50% limitations imposed by
 Section 274(n) of the Internal Revenue Code.

Attachment to Proof of Claim for ATP, LLC

ATP, LLC (“PPD Medical Communications”) provided certain services for Orexigen Therapeutics, Inc. (“Orexigen”) pursuant to that certain Amendment Number 2 to Work Order Number 1 dated June 12, 2017 (“Amendment 2”), Amendment Number 1 dated May 1, 2017 (“Amendment 1”) and Work Order Number 1 dated May 15, 2016 (together with Amendment 2 and Amendment 1, the “Work Order”). A copy of the Amendment 2 is enclosed with this proof of claim. As requested by Orexigen, PPD Medical Communications engaged its affiliate Evidera, Inc. (“Evidera”) to provide certain services under the Work Order.

PPD Medical Communications submitted the following invoices to Orexigen for service fees earned and pass through costs incurred pursuant to the Work Order (collectively the “Invoices”). Orexigen has failed to pay the Invoices. Copies of the Invoices are attached to this proof of claim.

| Invoice Date | Invoice Number | Amount |
|---------------------|-----------------------|----------------------|
| January 31, 2018 | IN00372236 * | \$ 3,880.83 |
| February 9, 2018 | 66300020118 | \$ 57,351.30 |
| March 9, 2018 | 66300020218 | \$ 56,042.19 |
| April 5, 2018 | IN00384563 * | \$ 2,218.13 ** |
| April 10, 2018 | IN00385002 * | \$ 13,807.43 |
| April 30, 2018 | 66300020318-US-1 | \$ 23,845.27 |
| | | |
| | Total | \$ 157,145.15 |

* Invoices IN00372236, IN00384563 and IN00385002 were issued directly to Orexigen by PPD Medical Communications affiliate PPD Development, L.P. These invoices cover the fees for the services provided by Evidera under the Work Order.

** The total value of invoice IN00384563 is \$7,002.21. PPD Medical Communications only listed \$2,218.13 on the table above because that was the value of the services provided from March 1, 2018 through March 12, 2018.

Total Proof of Claim Amount

PPD Medical Communications’ total proof of claim amount is **\$157,145.15.**



Remit payment to:
 PPD Medical Communications
 26361 Network Place
 Chicago, Illinois 60673-1263

Bill To: Orexigen Therapeutics, Inc.
 3344 N. Torrey Pines Court, Suite 200,
 La Jolla, California 92037, United States
 Attn: Amy Halseth, PhD

Send all other correspondence to:
 PPD Medical Communications
 5150 McCrimmon Pkwy, Ste 411
 Morrisville, NC 27560

| Client Number | Invoice Number | Invoice Date | Due Date | Project |
|---------------|----------------|--------------|----------|-------------------------------|
| 2089 | 66300020218 | 3/9/2018 | 4/8/2018 | Orexigen MedComm 663006502 |

Orexigen U.S. Medical Information Contact Center Operations

February, 2018

Ongoing Operational Support & Training

| | | | |
|---------------------------------------|---------------------------------|---------------------|--------------|
| Associate Director | 9.50 hour(s) x \$181.60/hour = | \$ 1,725.20 | \$ 54,598.47 |
| Operations Manager | 32.25 hour(s) x \$144.30/hour = | \$ 4,653.68 | |
| Nurse - Weekday (Mon-Fri, 9am-5pm ES) | 564.50 hour(s) x \$85.42/hour = | <u>\$ 48,219.59</u> | |

Additional Costs

| | | | |
|---------------------|--|-----------------|----------|
| FedEx, UPS, Postage | | <u>\$ 18.20</u> | \$ 18.20 |
|---------------------|--|-----------------|----------|

Additional Costs

| | | | |
|------------|--|--------------------|-------------|
| IT Support | | <u>\$ 1,425.52</u> | \$ 1,425.52 |
|------------|--|--------------------|-------------|

Invoice Questions?

Please contact Crystal Perry at (919) 456-5346.

Invoice Total (USD): \$ 56,042.19

Wiring/ACH Instructions:

Beneficiary: PPD Medical Communications
 Account No. 500002360
 R/T No. 021000021
 SWIFT/BIC: CHASUS33

Overnight Address:

JPMorgan Chase
 131 S. Dearborn, 6th Floor
 Chicago, IL 60603
 ATTN: PPD Med Comm / Box 26361

Note:

Any meals and entertainment expenses included in the above total are subject to the 50% limitations imposed by Section 274(n) of the Internal Revenue Code.