

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>Cardinal Health 105, Inc.</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 _____	
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?	Where should notices to the creditor be sent? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>973-530-2046</u> Contact email <u>szuber@csglaw.com</u>	Contact phone _____ Contact email _____
	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 _____ <small>MM / DD / YYYY</small>	
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? \$ 5611256.24. 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.
Funds wrongfully paid to Debtor

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: Setoff

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: \$5611256.24
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: Setoff cash



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 06/12/2018
MM / DD / YYYY

/s/Michael Yeager
Signature

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

Name Michael Yeager
First name Middle name Last name

Title Director, Credit COE

Company Cardinal Health
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 7000 Cardinal Place, Dublin, Ohio, 43017

Contact phone 614-757-5000 Email michael.yeager@cardinalheal



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: Cardinal Health 105, Inc. S. Zuber, Chiesa Shahinian and Giantomasi PC One Boland Drive West Orange, NJ, 07052 USA Phone: 973-530-2046 Phone 2: Fax: 973-530-2246 Email: szuber@csglaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Funds wrongfully paid to Debtor	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 5611256.24	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 5611256.24 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, Setoff cash	Nature of Secured Amount: Other Describe: Setoff Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Michael Yeager on 12-Jun-2018 4:13:28 p.m. Eastern Time Title: Director, Credit COE Company: Cardinal Health		
Optional Signature Address: Michael Yeager 7000 Cardinal Place Dublin, Ohio, 43017 Telephone Number: 614-757-5000 Email: michael.yeager@cardinalhealth.com		

OREXIGEN THERAPEUTICS, INC.

Case No. 18-10518

Chapter 11

Rider to Proof of Claim

The claim of Cardinal Health 105, Inc. (“CH 105”) against Orexigen Therapeutics, Inc. (“Orexigen” or the “Debtor”), in the amount of \$5,611,256.24, arises out of the following:

Prior to May 12, 2018 (the “Petition Date”), Orexigen and Cardinal Health¹ entered into a Wholesale Purchase Agreement dated as of May 2, 2016, as amended (the “WPA”), pursuant to which Cardinal Health and Orexigen agreed, *inter alia*, that: Cardinal Health would operate as an authorized distributor of healthcare products (defined in the WPA as “the Products”) for Orexigen and the parties would enter into a separate agreement by which Cardinal Health would provide Orexigen with distribution and other related services with the respect to the Products. In furtherance of and in connection with the WPA, Orexigen and Cardinal Health² entered into a Cardinal Health Developing Suppliers Program Distribution Services Agreement, dated as of June 1, 2016, as amended (the “DSA”), pursuant to which the parties agreed, *inter alia*, that Cardinal Health would provide to Orexigen certain services, including logistics and inventory management services, administrative services and financial services, in accordance with the term of the DSA.

¹ Under Amendment No. 1 to the WPA effective January 1, 2018, “Cardinal Health” is defined as Cardinal Health 3, LLC; Cardinal Health 104, LP; Cardinal Health 107, LLC; Cardinal Health 108, LLC; Cardinal Health 110, LLC; Cardinal Health 112, LLC; Cardinal Health P.R. 120, Inc.; The Harvard Drug Group L.L.C.; and any other subsidiary of Cardinal Health, Inc., an Ohio corporation (“Cardinal Health Parent Company”), as may be designated from time to time by Cardinal Health Parent Company.

² Under Amendment No. 1 to the DSA effective January 1, 2018, “Cardinal Health” is defined as Cardinal Health 3, LLC; Cardinal Health 104, LP; Cardinal Health 107, LLC; Cardinal Health 108, LLC; Cardinal Health 110, LLC; Cardinal Health 112, LLC; Cardinal Health P.R. 120, Inc.; The Harvard Drug Group L.L.C.; and any other subsidiary of Cardinal Health, Inc., an Ohio corporation (“Cardinal Health Parent Company”), as may be designated from time to time by Cardinal Health Parent Company.

Orexigen and CH 105, a wholly-owned subsidiary of Cardinal Health, Inc., entered into that certain Exclusive Distribution Agreement and related Statement of Work, dated as of June 17, 2016 (the “EDA”), pursuant to which Orexigen engaged CH 105 as its exclusive third-party logistics distribution agent for commercial sales of Contrave® and to perform certain other services, all as set forth in the EDA. Under the EDA: (i) Orexigen was to hold title to the Contrave® (defined in the EDA as “the Product”); and (ii) CH 105 was to hold the Product on consignment after Orexigen received certain licenses necessary to sell the Product to third-party customers. In order to expedite Orexigen’s ability to sell the Product to its customers while waiting for the licenses needed to sell the Product to third-party customers, CH 105 agreed to purchase and take title to the Product pursuant to and upon the terms set forth in a Title Model Addendum, dated as of July 19, 2016, as amended (the “Title Model Addendum”) which CH 105 did, in fact, do.

In approximately May 2017, Orexigen and CH 105 agreed that, on or about June 1, 2017, CH 105 would no longer purchase and take title to the Product upon the terms set forth in the Title Model Addendum and that, going forward, Orexigen and CH 105 would operate under the “traditional model” set forth in the EDA whereby CH 105 would continue to perform logistics distribution and related services but would not purchase or take title to the Product. On May 15, 2017, Orexigen sent a letter to its customers for the Product (the “Transition Letter”) noting that Orexigen had recently completed a transition with CH 105 related to the Product and instructing its customers that all invoices dated on or before May 31, 2017 were to be paid to a lockbox in Chicago, Illinois owned and controlled by Cardinal Health (Specialty Pharmaceutical Services) and that all invoices dated on or after June 1, 2017 were to be paid to a lockbox in Dallas, Texas owned and controlled by Orexigen.

On or before December 11, 2017, certain third-party customers made payments to Orexigen, totaling \$11,082,868.33, all of which CH 105 alleges constituted payments that should have been made to it, pursuant to the Title Model Addendum (the “TMA Payments”). CH 105 and Orexigen are signatories to a certain Letter Agreement, dated January 12, 2018 (the “Letter Agreement”), under which Orexigen agreed, inter alia, to certain modified payment terms with respect to the TMA Payments. On or before January 16, 2018, Orexigen made the first payment under the Letter Agreement to CH 105, in the amount of \$5,541,434.17.

As of the Petition Date, the Debtor had not paid the second payment in the amount of \$5,611,256.24 (\$5,541,434.17 plus interest in the amount of \$69,822.07), as contemplated by the Letter Agreement, which amount remains outstanding.

As of the Petition Date, Cardinal Health 110, LLC (“CH 110”), an affiliate of CH 105, owed the Debtor the gross sum of \$6,062,588.40³ for Products provided under the WPA prior to the Petition Date.

Pursuant to the WPA and/or the EDA and applicable law, CH 105 asserts that it is entitled to set off the \$5,611,256.24 owed to it against the \$6,062,588.40 owed to the Debtor. A motion to effectuate the setoff was filed on June 1, 2018 and is currently pending.

³ This amount was reconciled and agreed to by CH 110 and the Debtor in a stipulation entered into between the parties and approved by the Court, a copy of which is attached hereto.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

OREXIGEN THERAPEUTICS, INC.,

Debtor.¹

Chapter 11

Case No. 18-10518 (KG)

Re: D.I. 307, 328

**ORDER GRANTING DEBTOR'S MOTION PURSUANT TO 11 U.S.C. §§ 105(A), 361,
AND 363 FOR AUTHORITY TO ENTER INTO A STIPULATION WITH
CARDINAL HEALTH AND CARDINAL HEALTH 105, INC.**

Upon the motion (the "Motion")² of the Debtor pursuant to sections 105, 361, and 363 of title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), requesting entry of an order approving the Stipulation with Cardinal Health and Cardinal Health 105 (and together with the Debtor, the "Parties"); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. § 1410; and due and proper notice of the Motion having been provided to the parties listed therein and no adverse interest being affected; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The Stipulation, attached hereto as Exhibit 1, is hereby approved in its entirety.

¹ The last four digits of the Debtor's federal tax identification number are 8822. The Debtor's mailing address for purposes of this Chapter 11 Case is 3344 North Torrey Pines Court, Suite 200, La Jolla, CA 92037.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

3. Entry of this Order is without prejudice to any rights, claims or defenses, whether arising in law or equity, of any party in interest, including, but not limited to, the Stalking Horse Bidder, Nalpropion Pharmaceuticals, Inc., or any other successful purchaser of the Debtor's assets as contemplated by the Court's order approving the Debtor's Bidding Procedures (as defined therein) (D.I. 231).

4. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

5. The Debtor is authorized to take all steps necessary or appropriate to carry out this Order.

6. This Court retains jurisdiction to construe and enforce the terms of this Order.

Dated: May 24, 2018
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

STIPULATION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

OREXIGEN THERAPEUTICS, INC.,

Debtor.¹

Chapter 11

Case No. 18-10518 (KG)

STIPULATION BETWEEN DEBTOR AND CARDINAL HEALTH

Orexigen Therapeutics, Inc. (“Orexigen” or the “Debtor”), and Cardinal Health (as hereinafter defined) having so stipulated (the “Stipulation”), and the Court being otherwise fully advised,

WHEREAS, Orexigen and Cardinal Health² entered into that certain Wholesale Purchase Agreement dated as of May 2, 2016 (the “WPA”), pursuant to which Cardinal Health and Orexigen agreed, *inter alia*, that: Cardinal Health would operate as an authorized distributor of healthcare products (defined in the WPA as “the Products”) for Orexigen and the parties would enter into a separate agreement by which Cardinal Health would provide Orexigen with distribution and other related services with the respect to the Products; and

WHEREAS, as noted above, in furtherance of and in connection with the WPA, Orexigen and Cardinal Health³ entered into that certain Cardinal Health Developing Suppliers Program

¹ The last four digits of the Debtor’s federal tax identification number are 8822. The Debtor’s mailing address for purposes of this Chapter 11 Case is 3344 North Torrey Pines Court, Suite 200, La Jolla, CA 92037.

² Under Amendment No. 1 to the WPA effective January 1, 2018, “Cardinal Health” is defined as Cardinal Health 3, LLC; Cardinal Health 104, LP; Cardinal Health 107, LLC; Cardinal Health 108, LLC; Cardinal Health 110, LLC; Cardinal Health 112, LLC; Cardinal Health P.R. 120, Inc.; The Harvard Drug Group L.L.C.; and any other subsidiary of Cardinal Health, Inc., an Ohio corporation (“Cardinal Health Parent Company”), as may be designated from time to time by Cardinal Health Parent Company.

³ Under Amendment No. 1 to the DSA effective January 1, 2018, “Cardinal Health” is defined as Cardinal Health 3, LLC; Cardinal Health 104, LP; Cardinal Health 107, LLC; Cardinal Health 108, LLC; Cardinal Health 110, LLC; Cardinal Health 112, LLC; Cardinal Health P.R. 120, Inc.; The Harvard Drug Group L.L.C.; and any other subsidiary of Cardinal Health, Inc., an Ohio corporation (“Cardinal Health Parent Company”), as may be designated from time to time by Cardinal Health Parent Company.

Distribution Services Agreement, dated as of June 1, 2016, as amended (the “DSA”), pursuant to which the parties agreed, *inter alia*, that Cardinal Health would provide to Orexigen certain services, including logistics and inventory management services, administrative services and financial services, in accordance with the term of the DSA; and

WHEREAS, Orexigen and Cardinal Health 105, Inc. (“Cardinal Health 105”), a wholly-owned subsidiary of Cardinal Health, Inc., entered into that certain Exclusive Distribution Agreement and related Statement of Work, dated as of June 17, 2016 (the “EDA”), pursuant to which Orexigen engaged Cardinal Health 105 as its exclusive third-party logistics distribution agent for commercial sales of Contrave® and to perform certain other services, all as set forth in the EDA; and

WHEREAS, under the EDA: (i) Orexigen was to hold title to the Contrave® (defined in the EDA as “the Product”); and (ii) Cardinal Health 105 was to hold the Product on consignment after Orexigen received certain licenses necessary to sell the Product to third-party customers; and

WHEREAS, in order to expedite Orexigen’s ability to sell the Product to its customers while waiting for the licenses needed to sell the Product to third-party customers, Cardinal Health 105 agreed to purchase and take title to the Product pursuant to and upon the terms set forth in that certain Title Model Addendum, dated as of July 19, 2016, as amended (the “Title Model Addendum”) which Cardinal Health 105 did, in fact, do; and

WHEREAS, in approximately May 2017, Orexigen and Cardinal Health 105 agreed that, on or about June 1, 2017, Cardinal Health 105 would no longer purchase and take title to the Product upon the terms set forth in the Title Model Addendum and that, going forward, Orexigen and Cardinal Health 105 would operate under the “traditional model” set forth in the EDA

whereby Cardinal Health 105 would continue to perform logistics distribution and related services but would not purchase or take title to the Product; and

WHEREAS, on May 15, 2017 Orexigen sent a letter to its customers for the Product (the “Transition Letter”) noting that Orexigen had recently completed a transition with Cardinal Health 105 related to the Product and instructing its customers that all invoices dated on or before May 31, 2017 were to be paid to a lockbox in Chicago, Illinois owned and controlled by Cardinal Health (Specialty Pharmaceutical Services) and that all invoices dated on or after June 1, 2017 were to be paid to a lockbox in Dallas, Texas owned and controlled by Orexigen; and

WHEREAS, on or before December 11, 2017, certain third-party customers made payments to Orexigen, totaling \$11,082,868.33, all of which Cardinal Health 105 alleges constituted payments that should have been made to it, pursuant to the Title Model Addendum (the “TMA Payments”); and

WHEREAS, Cardinal Health 105 and Orexigen are signatories to a certain Letter Agreement, dated January 12, 2018 (the “Letter Agreement”), under which Orexigen agreed, inter alia, to certain modified payment terms with respect to the TMA Payments; and

WHEREAS, on or before January 16, 2018, Orexigen made the first payment under the Letter Agreement to Cardinal Health 105, in the amount of \$5,541,434.17; and

WHEREAS, on March 12, 2018 (the “Petition Date”), Orexigen filed a petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”); and

WHEREAS, as of the Petition Date, the Debtor had not paid Cardinal Health 105 the second payment in the amount of \$5,541,434.17, as contemplated by the Letter Agreement, which amount remains outstanding to Cardinal Health 105 (“Cardinal Health 105’s TMA Claim”); and

WHEREAS, as of the Petition Date, Cardinal Health owed the Debtor the gross sum of \$6,062,588.40 for Products provided under the WPA prior to the Petition Date (the “Debtor’s Gross WPA Claim”); and

WHEREAS, as of the Petition Date, Cardinal Health was entitled to the sum of \$961,892.36⁴ from the Debtor on account of certain credits due to Cardinal Health under the WPA (“Cardinal Health’s WPA Claim”) of which Cardinal Health is authorized to offset against the Debtor’s Gross WPA Claim pursuant to the *Final Order Pursuant To 11 U.S.C. §§ 105(A), 363, 1107, And 1108 And Fed. R. Bankr. P. 6003 And 6004 Authorizing Debtor To (I) Honor Certain Prepetition Obligations To Customers And To Continue Customer Programs And (II) Pay Medicaid And Other Obligations* (D.I. 165); and

WHEREAS, as of the Petition Date, net of Cardinal Health’s WPA Claim and Cardinal Health’s DSA Claim, Cardinal Health owed the Debtor, under the WPA, the sum of \$5,100,696.04⁵ (“Debtor’s Net WPA Claim”); and

WHEREAS, in addition to the setoffs set forth hereinabove, Cardinal Health 105 also claims certain rights and legal entitlements related to Cardinal Health 105’s TMA Claim, including, but not limited to, that Cardinal Health 105 holds a constructive trust over the \$5,541,434.17 (plus interest, as may be allowed) represented by Cardinal Health 105’s TMA Claim and that the \$5,541,434.17 (plus interest, as may be allowed) is not property of the Debtor’s bankruptcy estate and must be turned over to Cardinal Health 105, which the Debtor disputes; and

WHEREAS, the Debtor, Cardinal Health, and Cardinal Health 105 have mutual, ongoing post-petition obligations to one another under the WPA, DSA, and EDA; and

⁴ This amount reflects certain prompt pay discounts to Cardinal Health, as to which the parties reserve all rights.

⁵ This amount reflects certain prompt pay discounts to Cardinal Health, as to which the parties reserve all rights.

WHEREAS, the Debtor, Cardinal Health, and Cardinal Health 105 desire to work cooperatively to resolve the outstanding balances owed and any disputes regarding those balances and their legal and equitable rights with respect to same.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. The foregoing recitals are incorporated herein by reference as if set forth at length herein.
2. Cardinal Health and Debtor agree that, as of the Petition Date, the Debtor's Gross WPA Claim is \$6,062,588.40.
3. Cardinal Health and Debtor agree that, as of the Petition Date, the Debtor's Net WPA Claim is \$5,100,696.04.⁶
4. Within three (3) business days of the entry of an Order approving this Stipulation, Cardinal Health shall make a payment (by wire or other electronic means), to the Debtor on account of the Debtor's Gross WPA Claim in the amount of \$2,500,000, which Cardinal Health and the Debtor agree will be applied to the amount due and owing by Cardinal Health to the Debtor on account of the Debtor's Net WPA Claim (the "WPA Payment"). Accordingly, the amount outstanding of the Debtor's Net WPA Claim is \$2,600,696.04 (the "Remaining WPA Balance").
5. On or before June 4, 2018, or such other date subsequent thereto as may be agreed between the Parties, in writing, Cardinal Health 105 and Cardinal Health may file a motion for relief from the automatic stay, seeking an order authorizing them to set off Cardinal Health 105's TMA Claim against the Debtor's Net WPA Claim ("Cardinal Health's Stay Relief Motion"). The Debtor reserves all rights, counter-claims, objections, and defenses in connection with

⁶ This amount reflects certain prompt pay discounts to Cardinal Health, as to which the parties reserve all rights.

Cardinal Health's Stay Relief Motion and reserves the right to affirmatively pursue any claim or cause of action against Cardinal Health and/or Cardinal Health 105.

6. On or before June 4, 2018, or such date subsequent thereto as may be agreed between the Parties, in writing, Cardinal Health 105 may file a motion for a determination that Cardinal Health 105 holds a constructive trust on, or otherwise is entitled to, by reason of law or equity, the \$5,541,434.17 (plus interest, as may be allowed) that Cardinal Health 105 claims under the Title Model Addendum, and that such funds are not property of the Debtor's bankruptcy estate and must be turned over to Cardinal Health 105 ("Cardinal Health 105's Constructive Trust Motion"). The Debtor reserves all rights, counter-claims, objections, and defenses with respect to Cardinal Health 105's Constructive Trust Motion, including, but not limited to, any claim for interest owing to Cardinal Health 105 pursuant to the Letter Agreement. The Debtor also reserves the right to affirmatively pursue any claim or cause of action against Cardinal Health and/or Cardinal Health 105. The Debtor and Cardinal Health 105 agree that the relief Cardinal Health 105 seeks may be sought by motion, rather than by adversary complaint, and Cardinal Health 105's Constructive Trust Motion shall be deemed a "contested matter" under Fed. R. Bankr. P. 9014. The Debtor, Cardinal Health, and Cardinal Health 105 agree that any other claims or causes of action that the Debtor may hold against Cardinal Health and/or Cardinal Health 105, including but not limited to, claims under chapter 5 of the Bankruptcy Code, may also be brought by motion, or asserted in response to Cardinal Health 105's Constructive Trust Motion or Cardinal Health's Stay Relief Motion, rather than by adversary complaint.

7. In the event that either Cardinal Health's Stay Relief Motion and/or Cardinal Health 105's Constructive Trust Motion, as applicable, is granted, and an Order is entered authorizing Cardinal Health to set off Cardinal Health 105's TMA Claim against the Debtor's

Net WPA Claim and/or requiring the Debtor to pay to Cardinal Health 105 all or any portion of Cardinal Health 105's TMA Claim (the Debtor disagrees that either form of relief is appropriate and reserves all rights), and at which time such Order becomes final and non-appealable then, in such event, as applicable: (a) Cardinal Health may set off Cardinal Health 105's TMA Claim to the extent authorized by the Court against any remaining balance of Debtor's Net WPA Claim by first setting off against the Remaining WPA Balance; (b) to the extent that, due to the WPA Payment, the Remaining WPA Balance is insufficient to allow for the required set off, the Debtor shall, within four (4) business days of entry of the Court's Order pay to Cardinal Health 105 the difference between the amount of set off approved by the Court or the amount of Cardinal Health 105's constructive trust claim against the remaining Debtor's Net WPA Claim and, if such differential (such differential, the "Payoff Obligation") is not paid by the Debtor within four (4) business days of entry of the Court's order, Cardinal Health 105 shall, to the extent of any unpaid or insufficient amount, be granted a priority administrative claim under Section 503 of the Bankruptcy Code, which claim and/or Payoff Obligation shall survive the bankruptcy proceeding, including any terms of a confirmed plan in this case, and shall be due and payable by the Debtor or any reorganized debtor. If the Court enters an Order authorizing Cardinal Health to set off Cardinal Health 105's TMA Claim against the Debtor's Net WPA Claim, and such award is less than the amount of the Remaining WPA Balance, Cardinal Health shall pay the Debtor the remaining balance of the Remaining WPA Balance within four (4) business days after entry of the Court's Order.

8. Unless specifically ordered by the Court, the Debtor, Cardinal Health, and Cardinal Health 105 agree to honor all of their respective post-petition obligations due to the other party pursuant to the WPA, DSA, EDA, and otherwise, in the ordinary course of business,

including, but not limited to, all obligations under invoices issued to and from Cardinal Health and Cardinal Health 105 on or after the Petition Date.

9. Nothing contained herein shall be deemed a waiver or release by Cardinal Health, Cardinal Health 105, or the Debtor, of any claims asserted by Cardinal Health and/or Cardinal Health 105 against the Debtor or by the Debtor against Cardinal Health and/or Cardinal Health 105. Cardinal Health, Cardinal Health 105, and the Debtor hereby expressly reserve all rights, claims, counter-claims, objections, defenses, and remedies with respect to the same. Nothing in this Stipulation shall be deemed to constitute the Debtor's assumption of any agreement referenced herein. Nothing in this Stipulation constitutes a factual finding by the Court or an admission by any party.

10. Nothing in this Stipulation shall be deemed to excuse any Cardinal Health entity from filing a proof of claim by any applicable bar date set pursuant to the *Order (A) Establishing Bar Date For Filing Proofs Of Claim, (B) Approving The Form And Manner For Filing Proofs Of Claim, (C) Approving Notice Thereof, (D) Implementing Uniform Procedures Regarding 503(B)(9) Claims, And (E) Granting Related Relief* (D.I. 170).

**MORRIS, NICHOLS, ARSHT &
TUNNELL LLP**

/s/ Jose F. Bibiloni

Robert J. Dehney (No. 3578)
Andrew R. Remming (No. 5120)
Jose F. Bibiloni (No. 6261)
1201 N. Market St., 16th Floor
P.O. Box 1347
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Facsimile: (302) 658-3989
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jbibiloni@mnat.com

*Counsel for the Debtor and Debtor in
Possession*

BURR & FORMAN LLP

/s/ Richard A. Robinson

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-and-

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*Counsel for Cardinal Health and Cardinal
Health 105*

Fill in this information to identify the case:

Debtor 1 Orexigen Therapeutics, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

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 of 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>Cardinal Health 105, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)														
	Other names the creditor used with the debtor _____														
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? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	<table border="0"><tr><td>Where should notices to the creditor be sent?</td><td>Where should payments to the creditor be sent? (if different)</td></tr><tr><td><u>S Zuber, Chiesa Shahinian & Giantomasi PC</u> Name</td><td>_____ Name</td></tr><tr><td><u>One Boland Drive</u> Number Street</td><td>_____ Number Street</td></tr><tr><td><u>West Orange NJ 07052</u> City State ZIP Code</td><td>_____ City State ZIP Code</td></tr><tr><td>Contact phone <u>(973) 530-2046</u></td><td>Contact phone _____</td></tr><tr><td>Contact email <u>szuber@csglaw.com</u></td><td>Contact email _____</td></tr><tr><td colspan="2">Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</td></tr></table>	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	<u>S Zuber, Chiesa Shahinian & Giantomasi PC</u> Name	_____ Name	<u>One Boland Drive</u> Number Street	_____ Number Street	<u>West Orange NJ 07052</u> City State ZIP Code	_____ City State ZIP Code	Contact phone <u>(973) 530-2046</u>	Contact phone _____	Contact email <u>szuber@csglaw.com</u>	Contact email _____	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
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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? \$ 5,611,256.24. 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.
Funds wrongfully paid to Debtor (see attached)

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: Setoff
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: \$ 5,611,256.24
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts 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: setoff (cash)

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

No

Yes. Check one:

Amount entitled to priority

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

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

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).

\$ _____

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).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

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.

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.

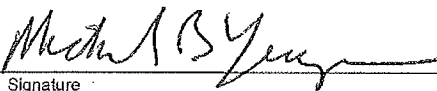
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment 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 a 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 6 12 2018
MM / DD / YYYY


Signature

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

Name Michael Yeager
First name Middle name Last name

Title Director, Credit COE

Company Cardinal Health
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 7000 Cardinal Place
Number Street

Dublin OH 43017
City State ZIP Code

Contact phone 6147575000 Email michael.yeager@cardinalhealth.com