Claim #180 Date Filed: 3/25/2019

Fill in this information to identify the case:				
Debtor	Orexigen Therapeutics, Inc.	-		
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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1: Ide	ntify the Claim		
1. Who is the creditor?	Na	ame of the current creditor (the person or entity to be paid for this claim ther names the creditor used with the debtor	
2. Has this of acquired to someone	from /	No Yes. From whom?	
3. Where shinotices are payments creditor b Federal Ru Bankruptcy (FRBP) 20	to the e sent? Na lle of / Procedure 02(g) VED	here should notices to the creditor be sent? Tracy Arthur Index Pennbrook Pkwy Imber Street Orth Wales PA 19454 State ZIP Code Juntary Junta	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code
MAR 2 5		intact phone 215 Col W 2 121 Intact email Tracy. Arthur Oiconplaces	Contact phone Contact email
TZMAN CARSON	CONSULTANTS Un	iform claim identifier for electronic payments in chapter 13 (if you use o	one):
4. Does this amend on filed?		No Yes. Claim number on court claims registry (if known)	Filed on
5. Do you kn anyone el a proof of this claim	se has filed / \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	No Yes. Who made the earlier filing?	

P	art 2: Give Information Ab	out the Claim as of the Date the Case Was Filed					
6.		Ĭ Z №					
	you use to identify the debtor?	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:					
_		0 450 00					
7.	How much is the claim?	S Does this amount include interest or other charges?					
		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.					
	Claim:	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 Performed					
9.	Is all or part of the claim secured?	No No					
	secureu :	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:					
		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.)					
	RECEIVED	Amount necessary to cure any default as of the date of the petition: \$					
	MAR 2 5 2019	Annual Interest Rate (when case was filed)%					
	KURTZWAN CARSON CONSULI	T Fixed					
	The second secon	☐ Variable					
	Is this claim based on a lease?	No Yes. Amount necessary to cure any default as of the date of the petition. \$					
	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	No No			
11 U.S.C. § 507(a)?	Yes. Check all that apply: Amount entitled to priority			
A claim may be partly priority and partly nonpriority. For example,	Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).			
in some categories, the law limits the amount entitled to priority.	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).			
chaice to profity.	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.			
13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?	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 i the ordinary course of such Debtor's business. Attach documentation supporting such claim.			
Part 3: Sign Below	•			
The person completing	Check the appropriate box:			
this proof of claim must sign and date it.	I am the creditor.			
FRBP 9011(b). If you file this claim	I am the creditor's attorney or authorized agent.			
electronically, FRBP 5005(a)(2) authorizes courts	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.			
to establish local rules specifying what a signature	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.			
is. A person who files a	I understand that an authorized signature on this <i>Proof of Claim</i> 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.			
fraudulent claim could be fined up to \$500,000,	I have examined the information in this Proof of Claim and have reasonable belief that the information is true and correct.			
imprisoned for up to 5 years, or both.	I declare under penalty of perjury that the foregoing is true and correct.			
18 U.S.C. §§ 152, 157, and 3571.	Executed on date $\frac{03142019}{MM / DD / YYYY}$			
	Mary & attu			
	Print the name of the person who is completing and signing this claim:			
	Name Tracy First name Middle name Last name			
	Title Accounts Leceivable Manager			
MELLEVED	Identify the corporate servicer as the company if the authorized agent is a servicer.			
MAR 2 5 2019	Address 2100 Penbrook Pkwy Number Street			
ZWAN CARSON CONSULTANTS	North Woles PA 19439 US			
	Contact phone 215 W16 2721 State ZIP Code Country Email Tracy, Arthur 1 con			
	1			

ICON Billing and Payment Register

Customer Number	
Project From	36650004
Project To	36650004
Billing Co-ordinator	
From Period	
To Period	

	eo	0	9,450.00	0	0	50.00
	Balan	_	9,4			9,4
	Amount Balance	9,450.00	0	127	12,600.00	22,177.00 9,450.00
Payments	Receipt GL Period Reference	2-Feb-18 2018-02 0501168033LB		0510686186LB	18-Jul-18 2018-07 0510605199LB 12,600.00	
Pa	GL Period	2018-02		5-Jul-18 2018-07	2018-07	
	Receipt	2-Feb-18		5-Jul-18	18-Jul-18	
	Status	Applied	N/A	Applied	Applied	
	Invoice	asn	asn	127 USD	asn	
	Invoice Invoice	9,450.00	9,450.00 USD	127	12,600.00 USD	31,627.00
Transactions	Description	Milestone 1: Delivery of Outline/Discussion 9,450.00 USD	Milestone 2: Delivery of Draft 1	22-May-18 4101051030 Pass Through Invoice May-18	Milestone 3: Delivery of Final Draft	
Transa	Invoice Invoice Invoice No Description	14-Dec-17 4101048759 Milestone 1: Deliv	15-Mar-18 4101050004 Milestone 2: Delive	lay-18 4101051030	9-Jul-18 4101051623 Milestone 3: Delive	
	oice Invol			22-N		
	Inv	Fee	Fee	PT	Fee	
	Illing Co-ordinator	Paul, Ms. Ellen Rinehart	Paul, Ms. Ellen Rinehart	Paul, Ms. Ellen Rinehart	Paul, Ms. Ellen Rinehart	

INVOICE No

4101050004



Project No

36650004

Bill To

Orexigen Therapeutics, Inc.

Attn: Amy Halseth

3344 N. Torrey Pines Court

Suite 200

La Jolla CA 92037 **United States**

Tax Id:

Date

March 15 2018

Terms

45 NET

Due Date April 29 2018

Reference Information

Purchase Order#

Protocol No

CTV17511.1001

SOW #1

Reference #2

Reference

Integrated Psych AEs

Manuscript

Project Mgr

AR Contact e-mail

Shana Malinski

Ellen Rinehart

Ellen.Rinehart@iconplc.com

Description	Amount (USD)
Milestone 2: Delivery of Draft 1	9,450.00

Amount Due (USD): 9,450.00

Remittance Information

Remit To

Complete Healthcare Communications, LLC

P.O. Box 28935

New York, NY 10087-8935

Electronic (Wire) Payments

Bank Name

Account#

Sort/Routing Code

SWIFT Code

IBAN Number

Bank Address

JP Morgan Chase NA

581935496

021000021

CHASUS33

4 Chase Metrotech Center

7th Floor East

New York. NY 10005

FED TAX ID#: 46-4107070

Please send inquires electronically to AcctsRec_US_mailbox@iconplc.com

Paul, Ellen

From:

Malinski, Shana

Sent:

Thursday, November 1, 2018 8:41 AM

To:

Paul, Ellen; Hasson, Matthew

Subject:

RE: [EXTERNAL]RE: 3665/0004 Invoice - CHC

Yes, I confirm.

From: Rinehart, Ellen

Sent: Wednesday, October 31, 2018 3:48 PM

To: Malinski, Shana; Hasson, Matthew

Subject: FW: [EXTERNAL]RE: 3665/0004 Invoice - CHC

Hi Shana/Matt,

Can you please confirm that the services associated with the attached invoice were complete prior to 12-March?

I'll need confirmation for my records.

Please let me know if you have any questions.

Thanks,

Ellen Paul, MBA

Sr. Billing Coordinator

From: Accounts Payable [mailto:ap@nalpropion.com]

Sent: Wednesday, October 31, 2018 3:41 PM

To: Rinehart, Ellen

Subject: RE: [EXTERNAL]RE: 3665/0004 Invoice - CHC

This message contains suspicious characteristics and has originated from outside your organization

Hi Ellen,

Per the owner of the project, the work performed was pre-petition, it was not based on the date of the invoice.

I hope you understand.

Thank you.

Leilani B. Benedicto
Senior Accountant
Nalpropion™ Pharmaceuticals, Inc.
3344 North Torrey Pines Court, Suite 200
La Jolla, CA 92037
T (858) 875-8633 E (858) 875-8650

T (858) 875-8633 F (858) 875-8650

Nalpropion

From: Rinehart, Ellen <Ellen.Rinehart@iconplc.com>
Sent: Wednesday, October 31, 2018 12:31 PM
To: Accounts Payable <ap@nalpropion.com>

Subject: RE: [EXTERNAL]RE: 3665/0004 Invoice - CHC

Hello,

This invoice is dated March 15th, after the March 12th filing.

Like invoice 4101051030 and 4101051623, which were sent after the filing, and paid, I anticipated that invoice 4101050004 would be paid.

Please let me know if this will not be honored.

Thank you,
Ellen Paul, MBA
Sr. Billing Coordinator

From: Accounts Payable [mailto:ap@nalpropion.com]

Sent: Wednesday, October 31, 2018 2:52 PM

To: Rinehart, Ellen

Subject: RE: [EXTERNAL]RE: 3665/0004 Invoice - CHC

This message contains suspicious characteristics and has originated from outside your organization

Hi Ellen,

On March 12, 2018, Orexigen Therapeutics, Inc. announced that it has elected to file a voluntary petition under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the District of Delaware. Below is a link to our press release. And we have also attached a vendor letter and related FAQ's.

In addition, Orexigen is not permitted to pay this invoice as it relates to pre-petition services which means that according to US bankruptcy code, Orexigen is not allowed to pay any work or services incurred prior to March 12 filing.

Link to press release http://ir.orexigen.com/phoenix.zhtml?c=207034&p=irol-newsArticle&ID=2337418

link to Court case documents http://www.kccllc.net/orexigen

Thank you for your support.

Sincerely, Accounts Payable Team

From: Rinehart, Ellen < Ellen.Rinehart@iconplc.com > Sent: Wednesday, October 24, 2018 12:23 PM
To: Accounts Payable <ap@nalpropion.com >

Cc: Amy Halseth ahalseth@nalpropion.com; Lisette Acevedo ahalseth@nalpropion.com; Malinski, Shana

<Shana.Malinski@iconplc.com>; Hasson, Matthew <Matthew.Hasson@iconplc.com>

Subject: [EXTERNAL]RE: 3665/0004 Invoice

Hello Orexigen,

The attached invoice remains past due; please let me know when CHC can anticipate payment.

Regards,
Ellen Paul, MBA
Sr. Billing Coordinator

From: Rinehart, Ellen

Sent: Wednesday, March 14, 2018 3:14 PM

To: AP@orexigen.com

Cc: ahalseth@orexigen.com; lacevedo@orexigen.com; Malinski, Shana; Hasson, Matthew; Rinehart, Ellen

Subject: 3665/0004 Invoice

Hello,

Attached you will find invoice # 4101050004 associated with SOW #1, Integrated Psych AEs Manuscript. Please process this for payment and contact me with any questions or concerns.

Kind regards,
Ellen Rinehart
Sr Accounts Receivable Assoc
Corporate Finance

External Tel: +1 215 616 2799
Email: Ellen.Rinehart@iconplc.com

Web: www.ICONplc.com



ICON plc made the following annotations.

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Thank You,

ICON plc South County Business Park Leopardstown Dublin 18 Ireland

Registered number: 145835

General Information:

On March 12, 2018, the below debtor (the "Debtor") filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"). The case is administered under Case No. 18-10518 before the Honorable Judge Kevin Gross in the United States Bankruptcy Court for the District of Delaware.

Debtor Name

Debtor Case Number

Orexigen Therapeutics, Inc. 18-10518

Pursuant to the Bankruptcy Code (specifically including, but not limited to, 11 U.S.C. § 362), a debtor is afforded certain protection against its creditors; the Bankruptcy Code prohibits creditors from taking certain actions related to debts that may have been owing prior to the commencement of the Bankruptcy Cases. If you believe that you might be a creditor of the Debtors based upon debts arising prior to March 12, 2018 and you are considering taking action based upon your status as a creditor, you may wish to seek legal advice. The staff of the Clerk of the Bankruptcy Court and the staff of KCC are not permitted to give legal advice.

For additional information, please call KCC at (888) 830-4646 (toll-free) or (310) 751-2641 (international). Alternatively, please click here to submit an email inquiry.

Important Dates, Deadlines & Documents

Show All Dates

Sign Up for Calendar Updates

Omnibus Hearing

Hearing Notice

May 17, 2019 (11:00 a.m. (ET))

Save to Calendar

Omnibus Hearing

Omnibus Hearing Notice

March 27, 2019

(2:00 p.m. (ET))

Save to Calendar

Hearing CANCELLED

<u>Hearing Agenda Cancelling Hearing</u> <u>Omnibus Hearing Notice</u>

February 21, 2019 (10:00 a.m. (ET))

Save to Calendar

Governmental Claims Bar Date

Notice of Bar Date
Bar Date Order

EXHIBIT A

SOW NUMBER 1

This SOW Number 1 ("SOW No. 1") is entered into by and between CHC Group LLC ("Provider") and Orexigen Therapeutics, Inc. ("Orexigen US") and Orexigen Therapeutics Ireland Limited ("Orexigen Ireland"), (Orexigen US and Orexigen Ireland collectively "Orexigen") effective as of September 12, 2017 ("Effective Date"), with reference to the following:

WHEREAS, Orexigen and Provider have entered into a Master Services Agreement dated as of June 29, 2017 ("Agreement"); and

WHEREAS, Provider has agreed to provide to Orexigen the Services described in this SOW No. 1.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth herein and in the Agreement, the parties hereto agree as follows:

- 1. SOW. This is an "SOW" under the Agreement and this SOW No. 1 and the Services are subject to the terms and provisions of the Agreement. Capitalized terms shall have the same meaning set forth in the Agreement, unless otherwise defined in this SOW.
- 2. Services.

Background and Description of Services

CHC Group will provide Orexigen with editorial support for the development of publications in 2017 for Contrave.

Primary/Secondary Manuscript (2)

Fee: \$31,500 OOPs: \$750

CHC Group will:

- Liaise and collaborate with authors after CHC Group or Orexigen has obtained author agreement and interest in receiving editorial and manuscript development support
- Send author invitation and receive author agreement to participate
- Perform debarment check on US external authors
- Schedule and participate in project kick-off teleconference with authors and Orexigen. Circulate post-teleconference summary notes when required.
- Develop brief outline (5 pages with no tables/figures) based on resources provided by authors and Orexigen (eg, tables and listings, clinical study report, or a common technical document) and confirm author and client approval
- Research appropriate journals and provide 3 journal recommendations based on author input. Final journal selection will be determined by the authors before first-draft review.
- Conduct literature research and develop reference list of up to 40 entries
- Develop up to 5 tables/figures, based on journal guidelines

- Based on author input, draft a maximum of 40 standard manuscript pages including references, tables, figures, and legends (approx. 3000–3500 words)
- Provide up to 3 rounds of moderate revisions based on author and client input (after outline, draft 1, and draft 2 development to generate the final draft)
- Circulate all drafts per Orexigen review protocol
- Provide quality checks against clinical study report or data tables and verify all references
- Provide quality controls on consistency and flow
- Format and copyedit the manuscript to conform to selected journal's guidelines
- Obtain permissions for use of any previously published illustrations/graphs where appropriate
- Obtain and incorporate any financial or other conflict-of-interest disclosures required by journal and complete disclosure with authors
- Create acknowledgments listing with investigators and other contributors to submit with manuscript
- Obtain all authors' final approval and Orexigen final sign-off and submit on authors' behalf
- Monitor acceptance decision and communicate to authors and client

Assumptions

- Orexigen provides full data package, including final (or approved) clinical study report or data tables; no reanalysis of data is required
- Orexigen and authors are responsive and meet agreed deadlines
- CHC Group will collate all author and client comments
- Formatting to conform to 1 identified journal for submission

Postsubmission Editorial Support (2)

Fee: \$5,500

Estimated OOPs: \$100

CHC Group will:

- Assess extent of reviewer comments and discuss with author(s) and Orexigen
- Address reviewer comments in manuscript text (up to 15 writer hours)
- Draft a response to reviewers' letter
- Perform copy editing, formatting, and fact checking
- Circulate revised manuscript and response letter to author(s) and Orexigen for review
- Incorporate author(s) and Orexigen comments
- Perform copy editing, as necessary
- Prepare final document for resubmission; circulate for author and Orexigen approval
- Prior to submission or presentation, work with Orexigen to ensure that all process and policy requirements are appropriately completed and documented
- Obtain permission to resubmit and resubmit on authors' behalf per journal requirements or forward to lead author for submission to journal

- Track and communicate acceptance
- Check galley proofs against final, revised manuscript on behalf of author(s)
- Finalize all outstanding journal documents on behalf of author(s)

Actual expenses will be billed on milestone invoicing, as outlined under the project specifications and estimates as they are incurred.

Milestones

Projects will be billed on a monthly basis according to the following parameters:

- 30% Outline; 30% Draft 1; 30% Final Draft; 10% Submission
- 2.1 The provision of any additional Services by Provider shall be mutually agreed in an SOW signed by an authorized agent of Provider and Orexigen. Changes in scope shall be approved in advance by Orexigen and set forth in an amendment to this SOW.
- 3. Deliverables.
- **3.1** Deliverables due under this SOW No. 1 are: 2 original research manuscripts and postsubmission editorial support for Contrave.
- 4. SOW Term; Timeline. Services to be performed under this SOW No. 1 are scheduled to begin on September 12, 2017 and, unless earlier terminated by the parties in accordance with the Agreement, will continue until the Services are fully performed July 15, 2018 ("SOW Term"). If the Agreement terminates but this SOW No 1 has not been terminated, the Services shall continue until completion and the terms of the Agreement will continue to apply to this SOW No. 1.

5. Fees.

5.1 Orexigen shall pay Provider at the rates set forth below for performed Services:

Project	Budgeted Fees	Budgeted Expenses	Total Budget per Project	Quantity	Total
Primary/Secondary	\$31,500	\$750	\$32,250	2	\$64,500
Manuscript					
Postsubmission Ed	\$5,500	\$100	\$5,600	2	\$11,200
Support					
TOTAL					\$75,700

Expenses and Travel. Includes estimated costs for literature retrieval, journal fees, and other miscellaneous expenses. Pass-through expenses will be invoiced as accrued with each milestone in Section 6.1 above and at cost.

- 5.2.1 Orexigen will reimburse Provider for reasonable expenses incurred in the performance of the Services. Provider will use commercially reasonable efforts to minimize reimbursable costs and expenses. All expenses will be reimbursed at cost, without additional markup.
- 5.2.2 Travel expenses shall be reimbursed to the extent they conform to the following limits unless otherwise approved by Orexigen in advance and in writing:

Description	Limit
Air Travel	Coach/Economy, unless pre-approved by a Vice President of Orexigen
Lodging	\$300/night
Meals	\$100/day
Rental Car/Taxi	\$100/day
Personal auto	Reimbursed at the legal rate established by the applicable taxing authority

Orexigen will not reimburse Provider for entertainment expenses. Provider must provide copies of receipts for any single expense incurred greater than seventy-five US dollars (US \$75.00). Provider will submit supporting receipts to Orexigen Representative along with an invoice for Orexigen's approval.

- 5.3 Provider is expected to arrange all approved travel through Orexigen's designated agent Frosch Entertainment ("Frosch") (or any successor agent identified by Orexigen to Provider) by calling +1-212-784-0363 or emailing Christine Coleman at christine.coleman@frosch.com. Provider's personnel must indicate that he/she is not an Orexigen employee and provide a credit card for all travel reservations. Frosch has been instructed to book reservations that conform to Orexigen's travel policy. If Provider is unable to arrange travel through Frosch, Provider must receive Orexigen's written consent before arranging its own travel. All invoices will be paid in accordance with Section 5.1 of the Agreement.
- Fees under this SOW No. 1 shall not exceed seventy-five thousand seven hundred dollars (\$75,700.00) without the prior written approval of Orexigen.
- 6. SOW Representatives; Orexigen Designee(s).
- 6.1 The representatives for Provider and Orexigen for purposes of this SOW No. 1 are set forth below:

107 110/1401	TOI OIL	Aigen.
Name: Matthew Hasson	Name:	Amy Halseth
Phone: 215-616-3416 Email:	Phone:	858-875-8618
matthew.hasson@iconplc.com	Email:	ahalseth@orexigen.com

For Oravigan

6.2 The following Orexigen Designee(s) are authorized to receive communications under the Agreement and this SOW. Orexigen Designee(s) are not authorized to act, represent, or obligate Orexigen in any manner without the express written authorization of Orexigen.

Orexigen Designee(s)

For Provider:

Orexigen: Name: Phone:

Email:

IN WITNESS WHEREOF, the parties hereto have caused this SOW No. 1 to be duly executed as of the Effective Date herein above set forth.

Orexigen Therapeutics, Inc.		CHC Group, LLC			
By:		By:	ML		
Name:	Amy Halseth VP. Clinical Davidonment and Madical	Name: _	Laura M. LeGower		
Title:	VP, Clinical Development and Medical Affairs	Title: _	Sr. Account Director		