

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

<p>1. Who is the current creditor?</p>	<p><u>CEEK Enterprises</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p>CEEK Enterprises c/o TwoLabs Pharma Services 7726 Brandon Road Attn: Heather Goodman, Esq. New Albany, OH 43054, USA</p>	<p>Where should payments to the creditor be sent? (if different)</p>
<p>Contact phone <u>614-657-7586</u> Contact phone _____</p> <p>Contact email <u>Heather.Goodman@twolabs.com</u> Contact email _____</p> <p>(see summary page for notice party information)</p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>		
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



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? \$ 15000.00. 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.
Settlement Agreement; 11 U.S.C. 502h

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 01/15/2021
MM / DD / YYYY

/s/Heather Goodman, Esq.
Signature

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

Name Heather Goodman, Esq.
First name Middle name Last name

Title General Counsel and Authorized Signatory

Company CEEK Enterprises
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: CEEK Enterprises c/o TwoLabs Pharma Services 7726 Brandon Road Attn: Heather Goodman, Esq. New Albany, OH, 43054 USA Phone: 614-657-7586 Phone 2: Fax: Email: Heather.Goodman@twolabs.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded	
	Related Document Statement:	
	Has Related Claim: No	
	Related Claim Filed By:	
Filing Party: Creditor		
Disbursement/Notice Parties: Benesch, Friedlander, Coplan and Aronoff LLP Attn: Kevin M. Capuzzi, Esq. 1313 N. Market Street Suite 1201 Wilmington, DE, 19801 United States Phone: 302-442-7010 Phone 2: Fax: 302-442-7012 E-mail: kcapuzzi@beneschlaw.com		
Other Names Used with Debtor:	Amends Claim: No	
	Acquired Claim: No	
Basis of Claim: Settlement Agreement; 11 U.S.C. 502h	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 15000.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No	Nature of Secured Amount:	
Amount of 503(b)(9): No	Value of Property:	
Based on Lease: No	Annual Interest Rate:	
Subject to Right of Setoff: No	Arrearage Amount:	
	Basis for Perfection:	
	Amount Unsecured:	
Submitted By: Heather Goodman, Esq. on 15-Jan-2021 1:42:13 p.m. Eastern Time		
Title: General Counsel and Authorized Signatory		
Company: CEEK Enterprises		

Addendum to Proof of Claim of CEEK Enterprises (“Claimant”)

1. The primary supporting document for this proof of claim, that certain Settlement Agreement and Release of Claims, dated on or around November 11, 2020 (the “Settlement Agreement”), by and between Claimant and Province, Inc., as Wind Down Administrator of the Orexigen Wind Down Entity (“Administrator”), is attached as Exhibit A.

2. This proof of claim relates only to Claimant’s claim pursuant to 11 U.S.C. § 502(h) in connection with the payment made by Claimant under the Settlement Agreement. Such payment has been made to Administrator consistent with the terms of the Settlement Agreement.

3. Claimant reserves the right to amend this proof of claim or to file additional proofs of claim that relate back to the date of filing hereof.

Exhibit A - Supporting Documents

[see attached]

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

In re: OREXIGEN THERAPEUTICS,) Chapter 11
INC.,) Case No. 18-10518 (JTD)
Debtor.)

PROVINCE, INC. AS WIND DOWN)
ADMINISTRATOR OF THE)
OREXIGEN WIND DOWN ENTITY,)
Plaintiff,) Adv. Proc. No. 20-50542 (JTD)
v.)
CEEK ENTERPRISES,)
Defendant.)

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the “Settlement Agreement”) is entered into as of October [], 2020 (the “Agreement Date”) by and between Province, Inc., as Wind Down Administrator of the Orexigen Wind Down Entity (the “Plaintiff”) and CEEK Enterprises, the defendant in the above-captioned adversary proceeding (the “Defendant” and, together with Plaintiff, the “Parties”) with reference to the following facts and recitals:

WHEREAS, on March 12, 2018 (the “Petition Date”), Orexigen Therapeutics, Inc. (the “Debtor” or “Orexigen”) commenced this bankruptcy case (the “Bankruptcy Case”), by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”); and

WHEREAS, Defendant, Debtor, and Debtor’s affiliate, Orexigen Therapeutics Ireland Limited, were parties to that certain Consulting Agreement, dated as of January 29, 2018 (the “Contract”);

WHEREAS, on May 17, 2019, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming Debtor’s Modified Amended Plan of Liquidation* (Docket No. 1113), confirming the *Debtor’s Modified Amended Plan of Liquidation* (Docket No. 1099) (as modified, amended, and including all supplements) (the “Plan”); and

WHEREAS, on May 31, 2019, the Debtor filed the Notice of (I) Effective Date of Debtor’s Modified Amended Plan of Liquidation and (II) Bar Dates for Certain Claims (Docket No. 1127), informing parties in interest that the Plan became effective and was substantially consummated on May 31, 2019 (the “Effective Date”); and

WHEREAS, on the Effective Date, among other things, pursuant to Articles II and V of the Plan, as approved by the Confirmation Order, the Wind Down Entity (as defined in the Plan)

was formed and preference claims and substantially all other causes of action held by the Debtor were assigned to and retained by Plaintiff; and

WHEREAS, on March 11, 2020, Plaintiff commenced the above-captioned adversary proceeding (the “Adversary Proceeding”) against Defendant by filing a complaint (the “Complaint”), seeking to avoid and recover an allegedly preferential payment made by Orexigen to Defendant in connection with the Contract during the 90 days preceding the Petition Date, totaling \$41,250.00 (the “Transfers”) and objecting to any claim by Defendant pending return of the preferential transfers; and

WHEREAS, Defendant has filed a motion pursuant to Fed. R. Civ. P. 12(b)(6), as incorporated into Fed. R. Bankr. P. 7012, seeking a dismissal of this Adversary Proceeding responded to the Adversary Proceeding; and

WHEREAS, in order to avoid the potential costs, risks, and delay of litigation, the Parties have determined to resolve their disputes relating to the Transfers on the terms and subject to the conditions set forth in this Settlement Agreement;

NOW, THEREFORE, the Parties intending to be legally bound subject to Bankruptcy Court approval, and for good and valuable consideration the receipt of which is hereby acknowledged, agree as follows:

1. The recitals set forth in the “Whereas” clauses above are incorporated herein by reference.

2. Defendant agrees to pay to Plaintiff, and Plaintiff agrees to accept, the sum of \$15,000.00 (the “Settlement Amount”) in full and complete satisfaction of Plaintiff’s claims to avoid and recover the Transfers pursuant to chapter 5 of the Bankruptcy Code. Defendant shall pay to Plaintiff the Settlement Amount so that the Settlement Amount is received by Plaintiff within fourteen (14) days after the Settlement Effective Date (the date of such receipt, the “Settlement Payment Date”).

3. Defendant shall pay the Settlement Amount to Plaintiff in immediately available funds denominated in U.S. Dollars, and shall make payment by check payable to the order of “Acumen Recovery Services, LLC”. Defendant shall deliver the Settlement Amount to Plaintiff’s undersigned counsel at the address provided in the signature block below.

4. After Plaintiff's receipt of the Settlement Amount, Plaintiff shall file all necessary pleadings to obtain approval of this Settlement Agreement and dismiss, with prejudice, the Adversary Proceeding. To the extent Plaintiff determines it requires Court approval prior to the effectiveness of this Settlement Agreement, Plaintiff will hold the Settlement Amount in trust for Defendant's benefit until the Court grants such approval (and will promptly return the Settlement Amount if the Court denies such approval).

5. Upon full and final payment of the Settlement Amount to Plaintiff, Plaintiff (on its own behalf and on behalf of the Orexigen Wind Down Entity) on the one hand, and Defendant on the other hand, in respect of the mutual promises and other consideration recited in this Settlement Agreement, hereby release each other and their respective predecessors in interest, successors, shareholders, members, directors, officers, employees, agents, attorneys and assigns of any and all obligations, claims and demands of any kind whatsoever, at law or in equity, direct or indirect, known or unknown, discovered or undiscovered, arising out of, by reason of, or relating to the Transfers or Contract, except that the obligations arising out of this Settlement Agreement are not released. Notwithstanding the foregoing, Defendant does not waive or release its rights under 11 U.S.C. § 502(h) to file a proof of claim in an amount equal to \$15,000.

6. Each Party represents and warrants that it owns, and has not assigned or otherwise transferred to any other person or entity, all such Party's rights and claims as are being altered or otherwise affected by this Settlement Agreement. In the event that a Party breaches the warranty of this paragraph, the release that it received in paragraph 5 shall be null and void.

7. This Settlement Agreement will become effective on the date (the “Settlement Effective Date”) that a fully executed copy of this Settlement Agreement has been delivered to each Party (which delivery may be made via electronic mail to each Party’s counsel).

8. The Parties acknowledge that this Settlement Agreement is a compromise of disputed claims and that neither admits, and each expressly denies, any liability on its part.

9. The Parties represent and acknowledge that, in executing this Settlement Agreement, they do not rely and have not relied upon any representation or statement made by any Party or any of their agents, shareholders, representatives, or attorneys, with regard to the subject matter, basis, or effect of this Settlement Agreement or otherwise, other than as specifically stated in this Settlement Agreement.

10. The Parties further declare that, in making this Settlement Agreement, they have relied entirely upon their own judgment, beliefs, and the advice of their counsel (for whose expense each shall be solely responsible), if any, and that they have had a reasonable period of time to consider this Settlement Agreement and, if so desired, to consult with counsel.

11. The Parties agree that each Party and its counsel (if applicable) have reviewed this Settlement Agreement, and that each fully understands and voluntarily accepts all the provisions contained in this Settlement Agreement. The Parties further agree that this Settlement Agreement was the product of negotiations between the Parties and that any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Settlement Agreement.

12. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

13. Should any provision(s) of this Settlement Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, and/or unenforceable, then the legality, validity, and/or enforceability of the remaining parts, terms, and/or provisions shall not be affected thereby, and said illegal, unenforceable, and/or invalid part, term, and/or provision shall be deemed not to be a part of this Settlement Agreement.

14. This Settlement Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof.

15. No modification of this Settlement Agreement shall be binding or enforceable unless in writing and signed by the Parties.

16. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, administrators, and assigns.

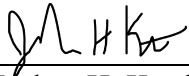
17. This Settlement Agreement shall be interpreted and construed in accordance with the provisions of the Bankruptcy Code and, where not inconsistent, the laws of the State of Delaware, without regard to the conflict of laws principles of the State of Delaware. Each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court with respect to any action to enforce the terms and provisions of this Settlement Agreement and expressly waives any right to commence any such action in any other forum.

18. This Settlement Agreement may be executed in one or more counterparts, including by email or facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Each person signing this Settlement Agreement represents and warrants that he/she has been duly authorized and has the requisite authority to execute and deliver this Settlement Agreement on behalf of such Party and to bind his/her respective clients to the terms and conditions of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have each approved and executed this Settlement Agreement.

CEEK ENTERPRISES



By: Joshua H. Korth
Chief Financial Officer
110 Riverbend Ave., Ste 100
Powell, OH 43065
614-389-4004

PROVINCE, INC. AS WIND DOWN
ADMINISTRATOR OF THE OREXIGEN
WIND DOWN ENTITY

/s/ Gregory F. Fischer

By: Gregory F. Fischer, Esq.
COZEN O'CONNOR
1201 North Market Street, Suite 1001
Wilmington, DE 19801
(302) 295-2000
gfischer@cozen.com

***Counsel for Province, Inc. as Wind Down
Administrator of the Orexigen Wind Down
Entity***

Dated: November 9, 2020

Dated: November 11, 2020