

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

OREXIGEN THERAPEUTICS, INC.,

Debtor.

Chapter 11

Case No. 18-10518(KG)

Response Deadline: June 14, 2019 @ 4:00 p.m.

Hearing Date: July 18, 2019 @ 3:00 p.m.

Substantive rights are affected by this Objection and by any further objection that may be filed. Claimants receiving this Objection should locate their names and claims on the exhibits attached to this Objection.

**FIRST OMNIBUS (SUBSTANTIVE) OBJECTION OF YOUNG & RUBICAM LLC
AND VML, LLC TO CLAIM NUMBERS 4, 22, 129, 130, 132, 137, 149 AND 154**

Young & Rubicam LLC (“Y&R”) and its affiliate, VML, LLC (“VML,” together with Y&R, “Claimants”), each a creditor and party in interest in the above-captioned chapter 11 bankruptcy case of Orexigen Therapeutics, Inc. (“Debtor”), by and through their undersigned counsel, hereby file this omnibus (substantive) objection to the proofs of claim (the “Objection”), listed in **Exhibit 1** and attached hereto as **Exhibit 2**, filed by Ion Media Networks, Inc. (Claim No. 4), American Broadcasting Company, Inc. (Claim No. 22), Television Food Network (Claim No. 129), DIY Network (Claim No. 130), Home and Garden Television (Claim No. 132), Turner Broadcasting Sales, Inc. (Claim No. 137) and Fox News Network, LLC (Claim Nos. 149 and 154) (each a “Subject Media Vendor,” and collectively, the “Subject Media Vendors”) in Debtor’s bankruptcy case, pursuant to which Claimants request entry of an order, substantially in the form attached hereto as **Exhibit 3** (the “Proposed Order”), (i) disallowing the claims (the “Subject Media Vendor Claims”) and (ii) authorizing Kurtzman Carson Consultants LLC (the “Claims Agent”) to expunge each of the claims from the official register maintained by the Claims Agent. In support of this Objection, Claimants respectfully submit the *Declaration of*



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Alexander Shatz in Support of the First Omnibus (Substantive) Objection of Young & Rubicam LLC and VML, LLC to Claim Numbers 4, 22, 129, 130, 132, 137, 149 and 154 (the “Shatz Declaration”). This Objection complies in all respects with Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”). In support of this Objection, Claimants respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended *Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested in this Objection are section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 3001, 3003 and 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rule 3007-1.

PRELIMINARY STATEMENT

3. Both pre- and postpetition, Claimants each served as Debtor’s advertising agency and, in that role, procured media time from the Subject Media Vendors on Debtor’s behalf through Claimants’ affiliate, Midas Exchange, Inc. (“Midas”). Consistent with standard industry practice, in all transactions, Claimants invoiced Debtor for media obligations and, upon receipt of payment, made payment to Midas, which in turn made payment to the Subject Media Vendors. At no time did the Subject Media Vendors ever invoice Debtor or even communicate with Debtor with regard to media buys. Instead, all invoices were addressed to Midas and all

interactions concerning media buys were solely among the Subject Media Vendors, Claimants and Midas.

4. The Subject Media Vendors enjoyed the benefits of this arrangement, as it afforded them the ability to sell media to numerous advertisers through one agency – and even adhered to the arrangement *during the bankruptcy case* when they sold \$1.65 million in media time for Debtor advertising and accepted payment through Y&R and Midas. Debtor too recognized this payment arrangement when it scheduled over \$19 million owing to Claimants and nothing owing to the Subject Media Vendors. Indeed, the governing agreements between Claimants and Debtor mandated that Debtor pay Claimants for media time procured on Debtor's behalf.

5. Despite the forgoing, the Subject Media Vendors have filed individual proofs of claim seeking payment directly from Debtor's estate, *attaching as support invoices addressed to Midas*. The amounts asserted, however, are already included in proofs of claim filed by Claimants, which is consistent with the parties' pre- and postpetition course of conduct. To maintain the flow of payments among the parties, the Subject Media Vendor Claims must be disallowed, such that distributions for unpaid media time purchased from the Subject Media Vendors are made to Claimants on account of their proofs of claim and then paid to Midas for distribution to the Subject Media Vendors. In fact, ten (10) other unpaid media vendors did not file proofs of claim and are relying on Claimants to include the amounts outstanding in their claims, which Claimants have done. As recognized by these other media vendors, there is simply no reason why the filing of Debtor's bankruptcy should disrupt the relationship among the parties, which is integral to the Claimants' and Midas's business models.

6. By this Objection, Claimants seek only to preserve the flow of payments and do not seek any adjudication of ownership of media receivables or liability for media obligations as between Claimants, Midas and the Subject Media Vendors.

BACKGROUND

A. Debtor's Chapter 11 Bankruptcy Filing

7. On March 12, 2018, Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On July 27, 2018, Debtor closed on a sale of substantially all of its assets, and on May 17, 2019, the Court entered an order confirming Debtor's Modified Amended Plan of Liquidation [ECF No. 1113].

B. Claimants' Role as Debtor's Advertising Agencies

8. Pursuant to that certain Consulting Agreement, effective as of December 13, 2015, between Y&R and Debtor (as amended, the "Consulting Agreement"), and that certain Master Services Agreement, effective as of January 1, 2018, between VML and Debtor (together with the Consulting Agreement, the "Master Agreements"), Claimants served as Debtor's advertising agencies both before and during Debtor's bankruptcy case. *See* Shatz Declaration, Exs. A – C. In that role, Claimants provided a host of advertising services, including strategic media planning, public relations services and advertising production.

9. In connection with its execution of media plans, Claimants, each as agent, purchased media time on Debtor's behalf from the Subject Media Vendors, as well as from other media outlets. Each Subject Media Vendor is a network or cable television provider that offers television media time ("TV Media"). During the relevant period, Claimants utilized their affiliate, Midas, to make TV Media purchases, as principal.

10. All aspects of each TV Media purchase were handled solely by Claimants and Midas, including the negotiation of pricing terms and the timing and placement of Debtor's

advertising. Debtor, in contrast, had no involvement in such purchases, other than being identified as the advertiser on whose behalf media was being purchased and preapproving any media purchases negotiated by Midas. Further, all of Debtor's communications regarding media buys were solely with Claimants.

11. Over the course of multiple years, including during Debtor's bankruptcy case, Claimants (through Midas), each as agent, purchased tens of millions of dollars in TV Media on Debtor's behalf from the Subject Media Vendors and other providers of TV Media (collectively with the Subject Media Vendors, the "TV Media Vendors"). Pursuant to the Master Agreements, Debtor was required to remit payment to Claimants for TV Media procured on Debtor's behalf:

It is understood that a basic principle of [Debtor]/[Claimants] relationship is that [Debtor's] funds are to be in [Claimants'] hands in time for [Claimants] to meet the payment dates of media vendors and suppliers. Notwithstanding any of the foregoing, [Claimants] will invoice [Debtor] in advance and on estimate for all media to be purchased by [Claimants] for [Debtor's] account. [Claimants] will reconcile the actual media spending against the estimated payments made by [Debtor] and periodically debit or credit [Debtor's] account the difference

Shatz Declaration, Ex. B (Amendment to Consulting Agreement) Sch. B § 1.b.

12. Consistent with this arrangement, in every instance, the monthly billing and payment for TV Media occurred as follows: (1) Claimants would issue Debtor a consolidated invoice for TV Media scheduled to air during the month, plus fees, commissions and other third-party costs; (2) after the TV Media ran, the TV Media Vendors would invoice Midas directly; (3) upon receipt, Midas would confirm that the media ran as scheduled, verify the accuracy of the invoices and then issue Claimants a credit or debit invoice to the extent TV Media did not run as scheduled; (4) Claimants would then issue Debtor an adjusted consolidated invoice, if necessary; (5) Debtor would then pay Claimants; and (6) Claimants would then remit payment to Midas,

which would in turn make payment to the TV Media Vendors. For each purchase, Debtor never received an invoice from the TV Media Vendors.

13. This method of payment remained in place during the course of Debtor's bankruptcy case. Specifically, prior to the sale of Debtor's assets, Y&R, as agent and through Midas, purchased nearly \$4.5 million in TV Media on Debtor's behalf from various TV Media Vendors, \$1.65 million of which was purchased from the Subject Media Vendors. In each case, Debtor paid Y&R for the media time, Y&R paid Midas and then Midas made payment to the TV Media Vendors. As was the case prepetition, Debtor never received an invoice from any of the TV Media Vendors for postpetition TV Media purchases.

C. The Proofs of Claim Filed by Claimants and the Duplicate Claims Filed by the Subject Media Vendors

14. On June 13, 2018, Y&R and VML timely filed proofs of claim totaling \$12,325,775.44 and \$8,581,079.42, respectively. Consistent with the ordinary course of conduct among the parties, the claim amounts include \$12,692,066 for unpaid TV Media that Claimants purchased on Debtor's behalf from seventeen (17) different TV Media Vendors, seven (7) of which constitute the Subject Media Vendors.

15. On various dates, the Subject Media Vendors also filed proofs of claims for unpaid TV Media totaling \$4,370,536.¹ The invoices attached to the claims as support are all addressed to Midas, not Debtor, *see, e.g.*, Ex. 2-A (attaching invoices addressed to Midas), and the amounts asserted are already included in Claimants' proofs of claim. The ten (10) other TV Media Vendors, which are collectively owed \$8,423,466 for unpaid prepetition TV Media – *i.e.*,

¹ Claimants' books and records reflect \$4,268,600 owing to the Subject Media Vendors for unpaid prepetition TV Media, a difference of \$101,936.

nearly double that of the Subject Media Vendors – did not file proofs of claim and are relying on Claimants to collect the amounts outstanding.

16. On October 3, 2018, Debtor filed its amended Schedules of Assets and Liabilities. The schedules reflected \$10,825,617.38 owing to Y&R and \$7,903,843.44 owing to VML, and neither was listed as contingent, unliquidated or disputed. *See* ECF No. 766. None of the Debtor's schedules identify any of the Subject Media Vendors as creditors. *See id.*

17. On December 17, 2018, Debtor filed an objection to Claimants' claims and, thereafter, amended its schedules to identify the liability owing to Claimants as disputed. Claimants have since provided the supporting back-up for the claims and Debtor now agrees to Claimants' total claimed amount.² Debtor's claim objection has been adjourned pending the outcome of this Objection.

RELIEF REQUESTED

18. By this Objection, Claimants respectfully request entry of the Proposed Order (i) disallowing each of the Subject Media Vendor Claims identified in Exhibit 1 hereto and (ii) authorizing the Claims Agent to expunge such claims from the Claims Register.³

19. Importantly, by this Objection, Claimants are not seeking to resolve whether any entity, in addition to Debtor, is liable for unpaid TV Media, or whether Claimants are entitled to retain the distributions it receives on account of such unpaid media. Rather, Claimants are merely seeking to preserve the pre- and postpetition flow of payments and course of conduct among the parties.

² There exists a minor discrepancy of approximately \$28,000, which Claimants and Debtor will reconcile.

³ Healthgrades Operating Company, Inc., a provider of digital media, also filed a claim (Claim No. 57) for unpaid prepetition digital media totaling \$55,646.28. This amount is already included in VML's proof of claim, and Healthgrades has agreed to withdraw its claim.

ARGUMENT

20. A filed proof of claim is “deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). When the claimant alleges sufficient facts that, if true, would support a filing that the debtor is legally liable to the claim on a debt, its claim is afforded *prima facie* validity. *See* Bankruptcy Rule 3001(f). If a party in interest, however, produces evidence that would refute a least one of the allegations essential to the claim’s legal sufficiency, the burden shifts back to the claimant to provide the validity and amount of the claim. *See In re Allegheny Int’l Inc.*, 954 F.2d 167, 173-74 (3d Cir. 1992).

21. The Subject Media Vendor Claims should be disallowed, such that distributions for unpaid TV Media purchased from the Subject Media Vendors are made to Claimants on account of their proofs of claim and then paid to Midas for distribution to the TV Media Vendors. This flow of payment is mandated by the terms of the Master Agreements, *see* Shatz Declaration, Ex. B (Amendment to Consulting Agreement) Sch. B § 1.b., and is in line with the parties’ prepetition course of conduct and standard industry practices, and there is simply no reason why Debtor’s bankruptcy filing should disrupt this payment arrangement.

22. Indeed, all parties, including the Subject Media Vendors, adhered to this method of payment during the bankruptcy case when Y&R, as agent, purchased through Midas nearly \$4.5 million in postpetition TV Media. As was the case prepetition, Y&R received payment from Debtor for postpetition TV Media and then made payment to Midas, which in turn made payments to the TV Media Vendors. At no time did any Subject Media Vendor object to the flow of payments. The Subject Media Vendors cannot now seek to disrupt this payment arrangement after having accepted it for years prepetition and adhering to it postpetition.

23. Debtor too recognized that distributions on account of unpaid prepetition TV Media should be paid to Claimants when it scheduled Claimants as creditors owed nearly \$19 million, and did not schedule any of the Subject Media Vendors as creditors. The other ten (10) TV Media Vendors, which are collectively owed over \$8 million for unpaid prepetition TV Media, likewise expected distributions to flow through Claimants and, therefore, did not file proofs of claim.

24. This pre- and postpetition flow of payment, as well as the lack of any mention of the Subject Media Vendors in Debtor's schedules, reflects the fact that there was no direct relationship between the Subject Media Vendors and Debtor. Rather, the contractual relationships at issue were only among Debtor and Claimants, on the one hand, and among the Subject Media Vendors and Claimants, on the other. Indeed, the invoices supposedly supporting the Subject Media Vendor Claims are all addressed to *Midas* and not Debtor. *See, e.g.*, Ex. 2-A (attaching invoices addressed to Midas). This structure, which is customary in the advertising industry, benefits all parties: the media vendors are able to sell media time to numerous advertisers through one agency; the advertisers are able to conduct large scale media campaigns on multiple media platforms through one agency; and the agency is able to collect fees and commissions for facilitating the buys and sales of media. The Subject Media Vendors cannot simply abandon this structure when they no longer deem it beneficial.

25. The case of *Camelot Music, Inc. v. MHW Advertising & Public Relations Inc. (In re CM Holdings, Inc.)*, 264 B.R. 141 (Bankr. D. Del. 2000), decided by The Honorable Peter J. Walsh, former judge of this Court, is squarely on point. In *Camelot*, the debtor engaged an advertising agency, MHW Advertising & Public Relations, Inc. ("MHW"), to purchase media

time on its behalf. As is the case here, prior to the bankruptcy, the debtor paid MHW directly for media buys and then MHW made payment to the media vendors:

(i) following MHW's placement of [debtor's] ads with specified media vendors, MHW would be billed directly by the media vendors, (ii) MHW would then consolidate those bills and issue an invoice to [debtor], (iii) [debtor] would then pay MHW, and (iv) MHW would remit the requisite funds to the media vendors.

Id. at 145. In addition, and again as is the case here, "MHW and not [the debtor] dealt directly with the [media] vendors and all of the media vendor invoices in question [were] in MHW's name and not [the debtor's] name." *Id.* at 150.

26. During the Camelot bankruptcy, the debtor learned that payments it had made to MHW prepetition for unpaid media time were not paid over to certain media vendors. *See Camelot*, 264 B.R. at 147. Consequently, for postpetition media buys, debtor moved to bypass MHW and pay the media vendors directly. *Id.* at 147-48. MHW objected, arguing that it was entitled to the payments. *Id.* at 150-51. Relying on the prepetition course of conduct among the parties described above, Judge Walsh denied the motion, holding that the debtor was required to pay MHW directly for the postpetition media and not the media vendors. In so holding, Judge Walsh found that there was "no reason to alter the parties' understanding during the postpetition period," *id.* at 151, and that it "would be inappropriate to allow [the debtor] to circumvent the [prepetition] prescribed method of payment." *Id.* Notably, Judge Walsh sided with MHW and preserved the parties' prepetition course of conduct, even though MHW had gone out of business over three years earlier, was the subject of a receivership action and had previously failed to pay certain media vendors after receiving payment from the debtor for unpaid media time. *Id.* at 147.

27. As demonstrated above, the facts here are nearly identical to those at issue in *Camelot* (except, of course, that Claimants remain healthy and active industry participants). For the same reasons as in *Camelot*, the filing of Debtor's bankruptcy petition should not alter the pre- and postpetition method of payment among Claimants, Debtor and the Subject Media Vendors. Accordingly, the Subject Media Vendor Claims should be disallowed, such that distributions for unpaid TV Media purchased from the Subject Media Vendors are made to Claimants on account of their proofs of claim, then paid by Claimants to Midas and then paid by Midas to the Subject Media Vendors.

NOTICE

28. Notice of this Objection shall be given to the following parties or, in lieu thereof, to their counsel, if known: (i) the Subject Media Vendors; (ii) Debtor; (iii) the Office of the United States Trustee; (iv) counsel to the Official Committee of Unsecured Creditors; and (v) those parties that have requested notice pursuant to Bankruptcy Rule 2002.

CONCLUSION

Accordingly, for the reasons set forth above, Claimants respectfully request entry of the Proposed Order (i) disallowing each of the Subject Media Vendor Claims, (ii) authorizing the Claims Agent to expunge such claims from the Claims Register and (iii) granting Claimants such other and further relief as the Court deems just and proper.

Dated: May 30, 2019
Wilmington, Delaware

KLEHR HARRISON HARVEY BRANZBURG LLP

/s/ Domenic E. Pacitti

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VML, LLC*

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

In re

OREXIGEN THERAPEUTICS, INC.,

Debtor.

Chapter 11

Case No. 18-10518(KG)

Response Deadline: June 14, 2019 @ 4:00 p.m.

Hearing Date: July 18, 2019 @ 3:00 p.m.

**NOTICE OF HEARING REGARDING FIRST OMNIBUS (SUBSTANTIVE)
OBJECTION OF YOUNG & RUBICAM LLC AND VML, LLC TO CLAIM
NUMBERS 4, 22, 129, 130, 132, 137, 149 AND 154**

**TO THOSE HOLDERS OF CLAIMS ON EXHIBIT 1 TO THE PROPOSED ORDER
ANNEXED TO THE OBJECTION AS EXHIBIT 3:**

- **YOUR SUBSTANTIVE RIGHTS MAY BE AFFECTED BY THIS OBJECTION AND BY ANY FURTHER OBJECTION THAT MAY BE FILED**
- **YOU ARE DIRECTED TO LOCATE YOUR CLAIM ON THE EXHIBIT TO THE PROPOSED ORDER**
- **THE RELIEF SOUGHT HEREIN IS WITHOUT PREJUDICE TO THE RIGHTS OF YOUNG & RUBICAM LLC AND VML, LLC, OR THE RIGHTS OF OTHER PARTIES IN INTEREST, TO PURSUE FURTHER SUBSTANTIVE OR NON-SUBSTANTIVE OBJECTIONS AGAINST THE CLAIMS ADDRESSED HEREIN**

PLEASE TAKE NOTICE that on May 30, 2019, Young & Rubicam LLC and VML, LLC filed in the above-captioned chapter 11 case their First Omnibus (Substantive) Objection to Claim Numbers 4, 22, 129, 130, 132, 137, 149 and 154 (the "Objection"), which seeks to alter your rights, by disallowing and expunging such claims.

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Objection must (a) be in writing; (b) be filed with the Office of the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, on or before **June 14, 2019 at 4:00 p.m. (ET)** (the "Response Deadline"), and (c) served so as to be received on or before the Response Deadline by the undersigned counsel.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE OBJECTION WILL BE HELD ON JULY 18, 2019 AT 3:00 P.M. (ET) BEFORE THE HONORABLE KEVIN GROSS AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 6TH FLOOR, COURTROOM #3, WILMINGTON, DELAWARE 19801. ONLY PARTIES WHO HAVE FILED A TIMELY

RESPONSE IN ACCORDANCE WITH THE PROCEDURES ABOVE WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT THE HEARING.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 30, 2019
Wilmington, Delaware

KLEHR HARRISON HARVEY BRANZBURG LLP

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*Counsel for Young & Rubicam LLC and
VML, LLC*

EXHIBIT 1
Subject Media Vendor Claims List

(1) Name of Claimant	(2) Claim Number	(3) Claim Amount	(4) Reason for Disallowance
American Broadcasting Company, Inc.	22	\$2,022,575.00	Claimant lacks any legal right to claimed amount.
DIY Network	130	\$103,887.00	Claimant lacks any legal right to claimed amount.
Fox News Network, LLC	149	\$9,129.00	Claimant lacks any legal right to claimed amount.
Fox News Network, LLC	154	\$354,837.60	Claimant lacks any legal right to claimed amount.
Home and Garden Television	132	\$389,371.40	Claimant lacks any legal right to claimed amount.
Ion Media Networks, Inc.	4	\$324,304.75	Claimant lacks any legal right to claimed amount.
Television Food Network	129	\$702,159.50	Claimant lacks any legal right to claimed amount.
Turner Broadcasting Sales, Inc.	137	\$464,271.74	Claimant lacks any legal right to claimed amount.

EXHIBIT 2
Filed Subject Media Vendor Claims

EXHIBIT 2-A

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.

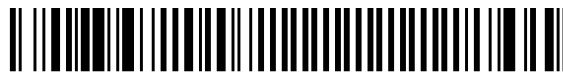
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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>American Broadcasting Company, 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?	Where should notices to the creditor be sent? American Broadcasting Company, Inc. 500 S. Buena Vista Street Burbank, CA 91521, United States Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>818-553-7778</u> Contact email <u>gigi.taloma@disney.com</u>	Where should payments to the creditor be sent? (if different) American Broadcasting Company, Inc. P.O. Box 10481 Newark, NJ 07193-0481, United States Contact phone <u>818-553-7778</u> Contact email <u>gigi.taloma@disney.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on <u>05/01/2018</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7.	How much is the claim? \$ <u>2,022,575.00</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Advertising Sales</u>	
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> 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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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

☐ 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.

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 05/01/2018

MM / DD / YYYY

/s/Gigi Taloma

Signature

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

Name

Gigi Taloma

First name

Middle name

Last name

Title

Collections Account Manager

Company

The Walt Disney Company

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

Address

Contact phone

Email



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

Debtor: 18-10518 - Orexigen Therapeutics, Inc. District: District of Delaware		
Creditor: American Broadcasting Company, Inc. 500 S. Buena Vista Street Burbank, CA, 91521 United States Phone: 818-553-7778 Phone 2: Fax: Email: gigi.taloma@disney.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: American Broadcasting Company, Inc. P.O. Box 10481 Newark, NJ, 07193-0481 United States Phone: 818-553-7778 Phone 2: Fax: E-mail: gigi.taloma@disney.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: Yes, 05/01/2018 Acquired Claim: No	
Basis of Claim: Advertising Sales	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 2,022,575.00	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: Gigi Taloma on 01-May-2018 5:43:31 p.m. Eastern Time Title: Collections Account Manager Company: The Walt Disney Company		



INVOICE DATE

01/31/2018

INVOICE NUMBER

NET-501265

ADVERTISER

OREXIGEN THERAPEUTICS, INC.

AMERICAN BROADCASTING COMPANY
P.O. BOX 10481
NEWARK, NEW JERSEY 07193-0481

IN ACCOUNT WITH

MIDAS EXCHANGE, THE
ATTN:MICHELLE YAKOB
498 SEVENTH AVENUE
NEW YORK, NY 10018

AGENCY-ADVERTISER

MIDA-OREX

CONTRACT

18M204

FOR:

TV NETWORK PACKAGE

TERMS:

Payment shall be made so as to be received by us
no later than the 15th day of the month following
date of broadcast.

ITEM NO	PGM CODE	PROGRAM NAME	LEN	PLAY DATE	AIR TIME	POS	ADID NO	PRODUCT NAME	AMOUNT	OTHER CHARGES
1	M93800	THE VIEW	01:00	01/02	11:30:15 A	2F	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,800.00	0.00
17	M97000	GENERAL HOSPITAL	01:00	01/02	02:42:13 P	5B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	24,200.00	0.00
32	M98000	THE CHEW	01:00	01/02	01:54:57 P	7E	XORE0012000H	CONTRAVE (WEIGHT LOSS)	21,500.00	0.00
2	M93800	THE VIEW	01:00	01/03	11:47:26 A	4D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,800.00	0.00
18	M97000	GENERAL HOSPITAL	01:00	01/03	02:50:39 P	6A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	24,200.00	0.00
33	M98000	THE CHEW	01:00	01/03	01:37:02 P	5B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	21,500.00	0.00
19	M97000	GENERAL HOSPITAL	01:00	01/04	02:12:47 P	2A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	24,200.00	0.00
34	M98000	THE CHEW	01:00	01/04	01:38:21 P	5B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	21,500.00	0.00
20	M97000	GENERAL HOSPITAL	01:00	01/08	02:13:02 P	2A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
3	M93800	THE VIEW	01:00	01/11	11:54:59 A	5E	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,200.00	0.00
4	M93800	THE VIEW	01:00	01/12	11:26:16 A	2F	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,200.00	0.00
21	M97000	GENERAL HOSPITAL	01:00	01/12	02:28:53 P	4B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
35	M98000	THE CHEW	01:00	01/12	01:52:25 P	7A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,200.00	0.00
5	M93800	THE VIEW	01:00	01/15	11:09:19 A	1C	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,200.00	0.00
36	M98000	THE CHEW	01:00	01/15	01:38:49 P	5H	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,200.00	0.00
SUB TOTAL										
LESS AGENCY COMMISSION										
NET AMOUNT										

THIS IS TO CERTIFY THAT, AS OF THE DATE HEREOF, AND EXCEPT AS AGENCY HAS BEEN
HERETOFORE ADVISED IN WRITING, THE DATA ON THIS INVOICE IS, ACCORDING TO OUR RECOF
TRUE STATEMENT OF BROADCAST OR SERVICE SCHEDULED AND PERFORMED.

PAY THIS AMOUNT

CONTINUED

REPRINT



INVOICE DATE

01/31/2018

INVOICE NUMBER

NET-501265

ADVERTISER

OREXIGEN THERAPEUTICS, INC.

AMERICAN BROADCASTING COMPANY
P.O. BOX 10481
NEWARK, NEW JERSEY 07193-0481

IN ACCOUNT WITH

MIDAS EXCHANGE, THE
ATTN:MICHELLE YAKOB
498 SEVENTH AVENUE
NEW YORK, NY 10018

CONTINUED

FOR:

TV NETWORK PACKAGE

AGENCY-ADVERTISER

MIDA-OREX

CONTRACT

18M204

TERMS:

Payment shall be made so as to be received by us
no later than the 15th day of the month following
date of broadcast.

ITEM NO	PGM CODE	PROGRAM NAME	LEN	PLAY DATE	AIR TIME	POS	ADID NO	PRODUCT NAME	AMOUNT	OTHER CHARGES
6	M93800	THE VIEW	01:00	01/16	11:50:45 A	5H	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,200.00	0.00
22	M97000	GENERAL HOSPITAL	01:00	01/16	02:41:14 P	5A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
23	M97000	GENERAL HOSPITAL	01:00	01/17	02:21:58 P	3A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
46	M97000	GENERAL HOSPITAL	01:00	01/29	02:53:45 P	6J	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
37	M98000	THE CHEW	01:00	01/30	01:47:11 P	6D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,200.00	0.00
7	M93800	THE VIEW	01:00	01/31	11:28:01 A	2G	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,200.00	0.00
SUB TOTAL									429,800.00	0.00
LESS AGENCY COMMISSION									64,470.00	0.00
NET AMOUNT									365,330.00	0.00

THIS IS TO CERTIFY THAT, AS OF THE DATE HEREOF, AND EXCEPT AS AGENCY HAS BEEN
HERETOFORE ADVISED IN WRITING, THE DATA ON THIS INVOICE IS, ACCORDING TO OUR RECOF
TRUE STATEMENT OF BROADCAST OR SERVICE SCHEDULED AND PERFORMED.

PAY THIS AMOUNT

365,330.00

REPRINT



INVOICE DATE

01/31/2018

INVOICE NUMBER

NET-501490

ADVERTISER

OREXIGEN THERAPEUTICS, INC.

AMERICAN BROADCASTING COMPANY
P.O. BOX 10481
NEWARK, NEW JERSEY 07193-0481

IN ACCOUNT WITH

MIDAS EXCHANGE, THE
ATTN:MICHELLE YAKOB
498 SEVENTH AVENUE
NEW YORK, NY 10018

AGENCY-ADVERTISER

MIDA-OREX

CONTRACT

18N408

FOR:

TV NETWORK PACKAGE

TERMS:

Payment shall be made so as to be received by us
no later than the 15th day of the month following
date of broadcast.

ITEM NO	PGM CODE	PROGRAM NAME	LEN	PLAY DATE	AIR TIME	POS	ADID NO	PRODUCT NAME	AMOUNT	OTHER CHARGES
1	9D3000	GOOD MORNING AMERICA	01:00	01/01	07:35:26 A	4A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	54,100.00	0.00
2	9D3000	GOOD MORNING AMERICA	01:00	01/02	07:39:10 A	5A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	54,100.00	0.00
20	9D3000	GOOD MORNING AMERICA	01:00	01/04	07:20:58 A	2D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	0.00	0.00
3	9D3000	GOOD MORNING AMERICA	01:00	01/10	07:50:54 A	7A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	54,100.00	0.00
4	9D3000	GOOD MORNING AMERICA	01:00	01/11	07:20:27 A	2C	XORE0012000H	CONTRAVE (WEIGHT LOSS)	54,100.00	0.00
5	9D3000	GOOD MORNING AMERICA	01:00	01/15	07:28:30 A	4A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	68,000.00	0.00
16	N06000	AMERICA THIS MORNING	01:00	01/15	06:08:18 A	1A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	10,400.00	0.00
6	9D3000	GOOD MORNING AMERICA	01:00	01/19	07:45:24 A	6A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	68,000.00	0.00
7	9D3000	GOOD MORNING AMERICA	01:00	01/30	08:08:04 A	10C	XORE0012000H	CONTRAVE (WEIGHT LOSS)	66,800.00	0.00
17	N06000	AMERICA THIS MORNING	01:00	01/30	06:13:25 A	2B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	11,100.00	0.00
8	9D3000	GOOD MORNING AMERICA	01:00	01/31	07:40:44 A	5B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	66,800.00	0.00
SUB TOTAL									507,500.00	0.00
LESS AGENCY COMMISSION									76,125.00	0.00
NET AMOUNT									431,375.00	0.00

THIS IS TO CERTIFY THAT, AS OF THE DATE HEREOF, AND EXCEPT AS AGENCY HAS BEEN
HERETOFORE ADVISED IN WRITING, THE DATA ON THIS INVOICE IS, ACCORDING TO OUR RECOF
TRUE STATEMENT OF BROADCAST OR SERVICE SCHEDULED AND PERFORMED.

PAY THIS AMOUNT

431,375.00

REPRINT



INVOICE DATE

01/31/2018

INVOICE NUMBER

NET-501495

ADVERTISER

OREXIGEN THERAPEUTICS, INC.

AMERICAN BROADCASTING COMPANY
P.O. BOX 10481
NEWARK, NEW JERSEY 07193-0481

IN ACCOUNT WITH

MIDAS EXCHANGE, THE
ATTN:MICHELLE YAKOB
498 SEVENTH AVENUE
NEW YORK, NY 10018

FOR:

TV NETWORK PACKAGE

AGENCY-ADVERTISER

MIDA-OREX

CONTRACT

18P452

TERMS:

Payment shall be made so as to be received by us
no later than the 15th day of the month following
date of broadcast.

ITEM NO	PGM CODE	PROGRAM NAME	LEN	PLAY DATE	AIR TIME	POS	ADID NO	PRODUCT NAME	AMOUNT	OTHER CHARGES
5	P05500	20/20	01:00	01/11	10:11:05 P	6B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	41,400.00	0.00
3	P05500	20/20	01:00	01/12	10:54:08 P	5A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	66,600.00	0.00
1	P01140	BACHELOR	01:00	01/15	08:39:05 P	4H	XORE0012000H	CONTRAVE (WEIGHT LOSS)	257,700.00	0.00
2	P04300	GREYS ANATOMY	01:00	01/18	08:48:09 P	6C	XORE0012000H	CONTRAVE (WEIGHT LOSS)	252,500.00	0.00
SUB TOTAL									618,200.00	0.00
LESS AGENCY COMMISSION									92,730.00	0.00
NET AMOUNT									525,470.00	0.00

THIS IS TO CERTIFY THAT, AS OF THE DATE HEREOF, AND EXCEPT AS AGENCY HAS BEEN
HERETOFORE ADVISED IN WRITING, THE DATA ON THIS INVOICE IS, ACCORDING TO OUR RECOF
TRUE STATEMENT OF BROADCAST OR SERVICE SCHEDULED AND PERFORMED.

PAY THIS AMOUNT

525,470.00

REPRINT



INVOICE DATE

02/28/2018

INVOICE NUMBER

NET-502530

ADVERTISER

OREXIGEN THERAPEUTICS, INC.

AMERICAN BROADCASTING COMPANY
P.O. BOX 10481
NEWARK, NEW JERSEY 07193-0481

IN ACCOUNT WITH

MIDAS EXCHANGE, THE
ATTN:MICHELLE YAKOB
498 SEVENTH AVENUE
NEW YORK, NY 10018

FOR:

TV NETWORK PACKAGE

AGENCY-ADVERTISER

MIDA-OREX

CONTRACT

18M204

TERMS:

Payment shall be made so as to be received by us
no later than the 15th day of the month following
date of broadcast.

ITEM NO	PGM CODE	PROGRAM NAME	LEN	PLAY DATE	AIR TIME	POS	ADID NO	PRODUCT NAME	AMOUNT	OTHER CHARGES
24	M97000	GENERAL HOSPITAL	01:00	02/01	02:40:20 P	5A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
25	M97000	GENERAL HOSPITAL	01:00	02/05	02:51:07 P	6B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
38	M98000	THE CHEW	01:00	02/07	01:40:24 P	5F	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,200.00	0.00
8	M93800	THE VIEW	01:00	02/08	11:54:53 A	5C	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,200.00	0.00
26	M97000	GENERAL HOSPITAL	01:00	02/09	02:35:25 P	4G	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
27	M97000	GENERAL HOSPITAL	01:00	02/13	02:22:47 P	3A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
49	M98000	THE CHEW	01:00	02/15	01:36:13 P	5D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,200.00	0.00
9	M93800	THE VIEW	01:00	02/16	11:20:17 A	2C	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,200.00	0.00
10	M93800	THE VIEW	01:00	02/26	11:42:13 A	4D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,100.00	0.00
40	M98000	THE CHEW	01:00	02/26	01:18:49 P	2B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,200.00	0.00
11	M93800	THE VIEW	01:00	02/27	11:13:50 A	1B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,100.00	0.00
41	M98000	THE CHEW	01:00	02/27	01:45:38 P	6A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,200.00	0.00
12	M93800	THE VIEW	01:00	02/28	11:43:02 A	4F	XORE0012000H	CONTRAVE (WEIGHT LOSS)	18,100.00	0.00
SUB TOTAL									251,100.00	0.00
LESS AGENCY COMMISSION									37,665.00	0.00
NET AMOUNT									213,435.00	0.00

THIS IS TO CERTIFY THAT, AS OF THE DATE HEREOF, AND EXCEPT AS AGENCY HAS BEEN
HERETOFORE ADVISED IN WRITING, THE DATA ON THIS INVOICE IS, ACCORDING TO OUR RECOF
TRUE STATEMENT OF BROADCAST OR SERVICE SCHEDULED AND PERFORMED.

PAY THIS AMOUNT

213,435.00

REPRINT



INVOICE DATE

02/28/2018

INVOICE NUMBER

NET-502748

ADVERTISER

OREXIGEN THERAPEUTICS, INC.

AMERICAN BROADCASTING COMPANY
P.O. BOX 10481
NEWARK, NEW JERSEY 07193-0481

IN ACCOUNT WITH

MIDAS EXCHANGE, THE
ATTN:MICHELLE YAKOB
498 SEVENTH AVENUE
NEW YORK, NY 10018

AGENCY-ADVERTISER

MIDA-OREX

CONTRACT

18N408

FOR:

TV NETWORK PACKAGE

TERMS:

Payment shall be made so as to be received by us
no later than the 15th day of the month following
date of broadcast.

ITEM NO	PGM CODE	PROGRAM NAME	LEN	PLAY DATE	AIR TIME	POS	ADID NO	PRODUCT NAME	AMOUNT	OTHER CHARGES
18	N06000	AMERICA THIS MORNING	01:00	02/07	06:20:55 A	3D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	11,100.00	0.00
9	9D3000	GOOD MORNING AMERICA	01:00	02/08	08:09:59 A	10F	XORE0012000H	CONTRAVE (WEIGHT LOSS)	66,800.00	0.00
10	9D3000	GOOD MORNING AMERICA	01:00	02/09	07:48:24 A	6G	XORE0012000H	CONTRAVE (WEIGHT LOSS)	66,800.00	0.00
11	9D3000	GOOD MORNING AMERICA	01:00	02/12	07:39:33 A	5H	XORE0012000H	CONTRAVE (WEIGHT LOSS)	66,800.00	0.00
12	9D3000	GOOD MORNING AMERICA	01:00	02/13	07:46:02 A	6D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	66,800.00	0.00
22	N06000	AMERICA THIS MORNING	01:00	02/26	06:13:26 A	2D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	0.00	0.00
13	9D3000	GOOD MORNING AMERICA	01:00	02/28	07:38:47 A	5G	XORE0012000H	CONTRAVE (WEIGHT LOSS)	66,800.00	0.00
23	9D3000	GOOD MORNING AMERICA	01:00	02/28	07:51:44 A	7E	XORE0012000H	CONTRAVE (WEIGHT LOSS)	0.00	0.00
SUB TOTAL									345,100.00	0.00
LESS AGENCY COMMISSION									51,765.00	0.00
NET AMOUNT									293,335.00	0.00

THIS IS TO CERTIFY THAT, AS OF THE DATE HEREOF, AND EXCEPT AS AGENCY HAS BEEN
HERETOFORE ADVISED IN WRITING, THE DATA ON THIS INVOICE IS, ACCORDING TO OUR RECOF
TRUE STATEMENT OF BROADCAST OR SERVICE SCHEDULED AND PERFORMED.

PAY THIS AMOUNT

293,335.00

REPRINT



INVOICE DATE

03/31/2018

INVOICE NUMBER

NET-503843

ADVERTISER

OREXIGEN THERAPEUTICS, INC.

AMERICAN BROADCASTING COMPANY
P.O. BOX 10481
NEWARK, NEW JERSEY 07193-0481

IN ACCOUNT WITH

MIDAS EXCHANGE, THE
ATTN:MICHELLE YAKOB
498 SEVENTH AVENUE
NEW YORK, NY 10018

AGENCY-ADVERTISER

MIDA-OREX

CONTRACT

18M204

FOR:

TV NETWORK PACKAGE

TERMS:

Payment shall be made so as to be received by us
no later than the 15th day of the month following
date of broadcast.

ITEM NO	PGM CODE	PROGRAM NAME	LEN	PLAY DATE	AIR TIME	POS	ADID NO	PRODUCT NAME	AMOUNT	OTHER CHARGES
29	M97000	GENERAL HOSPITAL	01:00	03/01	02:13:18 P	2A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	20,900.00	0.00
42	M98000	THE CHEW	01:00	03/02	01:34:05 P	5A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,200.00	0.00
43	M98000	THE CHEW	01:00	03/07	01:46:55 P	6D	XORE0012000H	CONTRAVE (WEIGHT LOSS)	17,600.00	0.00
13	M93800	THE VIEW	01:00	03/08	11:12:29 A	1B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	15,900.00	0.00
44	M98000	THE CHEW	01:00	03/08	01:26:08 P	3C	XORE0012000H	CONTRAVE (WEIGHT LOSS)	17,600.00	0.00
14	M93800	THE VIEW	01:00	03/09	11:35:57 A	4E	XORE0012000H	CONTRAVE (WEIGHT LOSS)	15,900.00	0.00
30	M97000	GENERAL HOSPITAL	01:00	03/09	02:49:29 P	6A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,800.00	0.00
15	M93800	THE VIEW	01:00	03/12	11:40:31 A	4C	XORE0012000H	CONTRAVE (WEIGHT LOSS)	15,900.00	0.00
31	M97000	GENERAL HOSPITAL	01:00	03/12	02:30:52 P	4A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	19,800.00	0.00
SUB TOTAL									162,600.00	0.00
LESS AGENCY COMMISSION									24,390.00	0.00
NET AMOUNT									138,210.00	0.00

THIS IS TO CERTIFY THAT, AS OF THE DATE HEREOF, AND EXCEPT AS AGENCY HAS BEEN
HERETOFORE ADVISED IN WRITING, THE DATA ON THIS INVOICE IS, ACCORDING TO OUR RECOF
TRUE STATEMENT OF BROADCAST OR SERVICE SCHEDULED AND PERFORMED.

PAY THIS AMOUNT

138,210.00

REPRINT



INVOICE DATE

03/31/2018

INVOICE NUMBER

NET-503852

ADVERTISER

OREXIGEN THERAPEUTICS, INC.

AMERICAN BROADCASTING COMPANY
P.O. BOX 10481
NEWARK, NEW JERSEY 07193-0481

IN ACCOUNT WITH

MIDAS EXCHANGE, THE
ATTN:MICHELLE YAKOB
498 SEVENTH AVENUE
NEW YORK, NY 10018

FOR:

TV NETWORK PACKAGE

AGENCY-ADVERTISER

MIDA-OREX

CONTRACT

18N408

TERMS:

Payment shall be made so as to be received by us
no later than the 15th day of the month following
date of broadcast.

ITEM NO	PGM CODE	PROGRAM NAME	LEN	PLAY DATE	AIR TIME	POS	ADID NO	PRODUCT NAME	AMOUNT	OTHER CHARGES
24	N06000	AMERICA THIS MORNING	01:00	03/02	06:20:00 A	3B	XORE0012000H	CONTRAVE (WEIGHT LOSS)	0.00	0.00
14	9D3000	GOOD MORNING AMERICA	01:00	03/08	07:37:32 A	5A	XORE0012000H	CONTRAVE (WEIGHT LOSS)	65,200.00	0.00
SUB TOTAL									65,200.00	0.00
LESS AGENCY COMMISSION									9,780.00	0.00
NET AMOUNT									55,420.00	0.00

THIS IS TO CERTIFY THAT, AS OF THE DATE HEREOF, AND EXCEPT AS AGENCY HAS BEEN
HERETOFORE ADVISED IN WRITING, THE DATA ON THIS INVOICE IS, ACCORDING TO OUR RECOF
TRUE STATEMENT OF BROADCAST OR SERVICE SCHEDULED AND PERFORMED.

PAY THIS AMOUNT

55,420.00

REPRINT

EXHIBIT 2-B

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>DIY Network</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?	Where should notices to the creditor be sent? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>240-662-3998</u> Contact email <u>Leah_Montesano@discovery.com</u> (see summary page for notice party information) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
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?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>7752</u> ____
7.	How much is the claim? \$ <u>103,887.00</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Media Purchases</u>	
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> 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.) </div> <div style="margin-left: 40px; margin-top: 20px;"> 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.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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:

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

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).

\$ _____

☐ 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)?

☒ 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 06/14/2018
MM / DD / YYYY

/s/Mary L. Fullington
Signature

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

Name Mary L. Fullington
First name Middle name Last name

Title Attorney

Company Wyatt, Tarrant and Combs, LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 250 West Main Street, Suite 1600, Lexington, KY, 40507

Contact phone 859-233-2012 Email mfullington@wyattfirm.com



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

Debtor: 18-10518 - Orexigen Therapeutics, Inc. District: District of Delaware		
Creditor: DIY Network c/o Discovery, Inc., Attn: Leah Montesano One Discovery Place Silver Spring, MD, 20910 United States Phone: 240-662-3998 Phone 2: Fax: Email: Leah_Montesano@discovery.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: DIY Network c/o Wyatt, Tarrant and Combs, LLP, Attn: Mary L. Fullington 250 West Main Street, Suite 1600 Lexington, KY, 40507 Phone: 859-233-2012 Phone 2: Fax: 859-259-0649 E-mail: mfullington@wyattfirm.com		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Media Purchases	Last 4 Digits: Yes - 7752	Uniform Claim Identifier:
Total Amount of Claim: 103,887.00	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: Mary L. Fullington on 14-Jun-2018 10:04:43 a.m. Eastern Time Title: Attorney Company: Wyatt, Tarrant and Combs, LLP		

Optional Signature Address:

Mary L. Fullington
250 West Main Street, Suite 1600

Lexington, KY, 40507

Telephone Number:

859-233-2012

Email:

mfullington@wyattfirm.com



DIY
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: DIY
PO BOX 602038
CHARLOTTE, NC 28260-2038

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* = Shared)	Invoice Number	Page
547309	Kristin Maclearie*		1217-6104-1	1 of 2
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752 National		14	December 2017
Product	Order Type			Invoice Date
ADF-CONTRAVE	Regular			12/31/2017

Note:

Schedule						Actual Broadcast				Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
3	12/25	12/31	9:00A - 4:00P	X X X X X	Day Rotation M-F 9:00a - 4:00p	12/26	TU 12:24:34 PM	1:00	XORE0012000H	\$400.00		
						12/27	WE 9:45:02 AM	1:00	XORE0012000H	\$400.00		
5	12/25	12/31	4:00P - 6:00P	X X X X X	Early Fringe Rotation M-F 4:00p - 6:00p	12/26	TU 4:29:16 PM	1:00	XORE0012000H	\$690.00		
8	12/25	12/31	6:00P - 8:00P	X X X X X	Prime Access Rotation M-F 6:00p - 8:00p	12/27	WE 6:44:41 PM	1:00	XORE0012000H	\$958.00		
						12/29	FR 7:52:38 PM	1:00	XORE0012000H	\$958.00		
10	12/25	12/31	1:00P - 8:00P	X X	Wkd Day Rotation Sa-Su 1:00p - 8:00p	12/30	SA 4:27:58 PM	1:00	XORE0012000H	\$1,284.00		
13	12/25	12/31	7:00A - 1:00P	X X	Wkd Morning Rotation Sa-Su 7:00a - 1:00p	12/31	SU 7:51:38 AM	1:00	XORE0012000H	\$1,244.00		
16	12/25	12/31	8:00P - 9:00P	X X X X X X	Prime Rotation M-Su 8:00p - 9:00p Mirrored	12/27	WE 8:15:51 PM	1:00	XORE0012000H	\$2,428.00		
						12/30	SA 8:14:30 PM	1:00	XORE0012000H	\$2,428.00		
19	12/25	12/31	9:00P - 12:00A	X X X X X X	Prime Rotation M-Su 9:00p - 12:00a Mirrored	12/26	TU 11:53:49 PM	1:00	XORE0012000H	\$2,432.00		
						12/29	FR 11:56:25 PM	1:00	XORE0012000H	\$2,432.00		
22	12/25	12/31	3:00A - 4:00A	X X X X X X	Prime Rotation Mirror M-Su 3a-4a	12/27	WE 3:15:51 AM	1:00	XORE0012000H	\$0.00		
						12/30	SA 3:14:30 AM	1:00	XORE0012000H	\$0.00		
25	12/25	12/31	12:00A - 3:00A	X X X X X X	Prime Rotation Mirror M-Su 12a-3a	12/26	TU 2:53:49 AM	1:00	XORE0012000H	\$0.00		
						12/29	FR 2:56:25 AM	1:00	XORE0012000H	\$0.00		

12.6.2018.0850



DIY
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: DIY
PO BOX 602038
CHARLOTTE, NC 28260-2038

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	Invoice Number	Page
547309	Kristin Maclearie*	1217-6104-1	2 of 2
Advertiser	Order Class	Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	National	14	December 2017
Product	Order Type	Invoice Date	
ADF-CONTRAVE	Regular	12/31/2017	

Note:

Schedule					Actual Broadcast					Reconciliation			
L#	Start	End	Time	M T W T F S S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR

Contract Notes:

Gross Billings: \$15,654.00
Commission: -\$2,348.10 (15.00 %)
Net Amount Due: \$13,305.90

Invoice Comment: Please contact the Scripps Networks-Knoxville AR

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0850



DIY
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4084

Fax: (865) 531-9938

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Remit To: DIY
PO BOX 602038
CHARLOTTE, NC 28260-2038

12.6.2018.0850

Order Number	Salesperson	(* = Shared)	Invoice Number	Page
563073	Kristin Maclearie*		118-3269-1	1 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	.7752		19	January 2018
Product	Order Type			Invoice Date
ADF	Regular			1/28/2018

Note:

Schedule						Actual Broadcast				Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
1	1/1	1/7	9:00A - 4:00P	X X X X X	Day Rotation M-F 9:00a - 4:00p	1/4	TH 1:08:33 PM	1:00	XORE0012000H	\$442.00		
2	1/8	1/14	9:00A - 4:00P	X X X X X	Day Rotation M-F 9:00a - 4:00p	1/8	MO 9:24:13 AM	1:00	XORE0012000H	\$442.00		
						1/9	TU 1:54:16 PM	1:00	XORE0012000H	\$442.00		
3	1/15	1/21	9:00A - 4:00P	X X X X X	Day Rotation M-F 9:00a - 4:00p	1/15	MO 12:14:13 PM	1:00	XORE0012000H	\$442.00		
						1/16	TU 1:49:16 PM	1:00	XORE0012000H	\$442.00		
10	1/1	1/7	4:00P - 6:00P	X X X X X	Early Fringe Rotation M-F 4:00p - 6:00p	1/2	TU 5:43:29 PM	1:00	XORE0012000H	\$766.00		
11	1/8	1/14	4:00P - 6:00P	X X X X X	Early Fringe Rotation M-F 4:00p - 6:00p	1/12	FR 4:37:46 PM	1:00	XORE0012000H	\$766.00		
12	1/15	1/21	4:00P - 6:00P	X X X X X	Early Fringe Rotation M-F 4:00p - 6:00p	1/18	TH 5:14:29 PM	1:00	XORE0012000H	\$766.00		
16	1/1	1/7	6:00P - 8:00P	X X X X X	Prime Access Rotation M-F 6:00p - 8:00p	1/2	TU 6:53:16 PM	1:00	XORE0012000H	\$1,046.00		
17	1/8	1/14	6:00P - 8:00P	X X X X X	Prime Access Rotation M-F 6:00p - 8:00p	1/8	MO 6:53:36 PM	1:00	XORE0012000H	\$1,046.00		
18	1/15	1/21	6:00P - 8:00P	X X X X X	Prime Access Rotation M-F 6:00p - 8:00p	1/18	TH 7:25:03 PM	1:00	XORE0012000H	\$1,046.00		
25	1/1	1/7	1:00P - 8:00P	X X	Wkd Day Rotation Sa-Su 1:00p - 8:00p	1/7	SU 1:27:12 PM	1:00	XORE0012000H	\$1,628.00		
26	1/15	1/21	1:00P - 8:00P	X X	Wkd Day Rotation Sa-Su 1:00p - 8:00p							



DIY
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4084 Fax: (865) 531-9938

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CHARLOTTE, NC 28260-2038

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
563073	Kristin Maclearie*		118-3269-1	2 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752	National	19	January 2018
Product	Order Type			Invoice Date
ADF	Regular			1/28/2018

Note:

Schedule						Actual Broadcast				Reconciliation									
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
30	1/8	1/14	7:00A - 1:00P					X	X		Wkd Morning Rotation Sa-Su 7:00a - 1:00p	1/20	SA	2:54:06 PM	1:00	XORE0012000H	\$1,628.00		
												1/14	SU	8:55:20 AM	1:00	XORE0012000H	\$1,388.00		
37	1/1	1/7	8:00P - 9:00P	X	X	X	X	X	X		Prime Rotation M-Su 8:00p - 9:00p Mirrored	1/2	TU	8:53:49 PM	1:00	XORE0012000H	\$2,536.00		
												1/5	FR	8:56:58 PM	1:00	XORE0012000H	\$2,536.00		
38	1/8	1/14	8:00P - 9:00P	X	X	X	X	X	X		Prime Rotation M-Su 8:00p - 9:00p Mirrored	1/8	MO	8:26:12 PM	1:00	XORE0012000H	\$2,536.00		
												1/12	FR	8:28:20 PM	1:00	XORE0012000H	\$2,536.00		
39	1/15	1/21	8:00P - 9:00P	X	X	X	X	X	X		Prime Rotation M-Su 8:00p - 9:00p Mirrored	1/16	TU	8:53:41 PM	1:00	XORE0012000H	\$2,536.00		
												1/21	SU	8:29:12 PM	1:00	XORE0012000H	\$2,536.00		
46	1/1	1/7	9:00P - 12:00A	X	X	X	X	X	X		Prime Rotation M-Su 9:00p - 12:00a Mirrored	1/3	WE	11:14:15 PM	1:00	XORE0012000H	\$2,536.00		
47	1/8	1/14	9:00P - 12:00A	X	X	X	X	X	X		Prime Rotation M-Su 9:00p - 12:00a Mirrored	1/10	WE	11:16:02 PM	1:00	XORE0012000H	\$2,536.00		
48	1/15	1/21	9:00P - 12:00A	X	X	X	X	X	X		Prime Rotation M-Su 9:00p - 12:00a Mirrored	1/20	SA	11:54:21 PM	1:00	XORE0012000H	\$2,536.00		
55	1/1	1/7	3:00A - 4:00A	X	X	X	X	X	X		Prime Rotation Mirror M-Su 3a-4a	1/2	TU	3:53:49 AM	1:00	XORE0012000H	\$0.00		
												1/5	FR	3:56:58 AM	1:00	XORE0012000H	\$0.00		
56	1/8	1/14	3:00A - 4:00A	X	X	X	X	X	X		Prime Rotation Mirror M-Su 3a-4a	1/8	MO	3:26:12 AM	1:00	XORE0012000H	\$0.00		

12.6.2018.0650



DIY
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: DIY
PO BOX 602038
CHARLOTTE, NC 28260-2038

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
563073	Kristin Maclearie*		118-3269-1	3 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		19	January 2018
Product	Order Type		Invoice Date	
ADF	Regular		1/28/2018	

Note:

Schedule						Actual Broadcast					Reconciliation								
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
57	1/15	1/21	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 3a-4a	1/12	FR	3:28:20 AM	1:00	XORE0012000H	\$0.00		
												1/16	TU	3:53:41 AM	1:00	XORE0012000H	\$0.00		
												1/21	SU	3:29:12 AM	1:00	XORE0012000H	\$0.00		
64	1/1	1/7	12:00A - 3:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 12a-3a	1/3	WE	2:14:15 AM	1:00	XORE0012000H	\$0.00		
65	1/8	1/14	12:00A - 3:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 12a-3a	1/10	WE	2:16:02 AM	1:00	XORE0012000H	\$0.00		
66	1/15	1/21	12:00A - 3:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 12a-3a	1/20	SA	2:54:21 AM	1:00	XORE0012000H	\$0.00		

Contract Notes:

Please contact the Scripps Networks-Knoxville AR

Invoice Comment:

Gross Billings: \$35,114.00
Commission: -\$5,267.10 (15.00 %)
Net Amount Due: \$29,846.90

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0850



DIY
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4084 Fax: (865) 531-9938

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Remit To: DIY
PO BOX 602038
CHARLOTTE, NC 28260-2038

Order Number	Salesperson	(* =shared)	Invoice Number	Page
563073	Kristin Maclearie*		218-4180-1	1 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC.	7752		19	February 2018
Product	Order Type			Invoice Date
ADF	Regular			2/25/2018

Note:

Schedule						Actual Broadcast				Reconciliation									
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
4	1/29	2/4	9:00A - 4:00P	X	X	X	X	X			Day Rotation M-F 9:00a - 4:00p	1/29	MO	12:43:07 PM	1:00	XORE0012000H	\$442.00		
												1/30	TU	12:17:17 PM	1:00	XORE0012000H	\$442.00		
5	2/5	2/11	9:00A - 4:00P	X	X	X	X	X			Day Rotation M-F 9:00a - 4:00p	2/5	MO	11:15:59 AM	1:00	XORE0012000H	\$442.00		
												2/8	TH	3:53:13 PM	1:00	XORE0012000H	\$442.00		
6	2/12	2/18	9:00A - 4:00P	X	X	X	X	X			Day Rotation M-F 9:00a - 4:00p	2/13	TU	2:53:13 PM	1:00	XORE0012000H	\$442.00		
												2/14	WE	10:28:19 AM	1:00	XORE0012000H	\$442.00		
19	1/29	2/4	6:00P - 8:00P	X	X	X	X	X			Prime Access Rotation M-F 6:00p - 8:00p	2/2	FR	7:53:10 PM	1:00	XORE0012000H	\$1,046.00		
20	2/5	2/11	6:00P - 8:00P	X	X	X	X	X			Prime Access Rotation M-F 6:00p - 8:00p	2/6	TU	6:54:06 PM	1:00	XORE0012000H	\$1,046.00		
												2/9	FR	6:14:45 PM	1:00	XORE0012000H	\$1,046.00		
21	2/12	2/18	6:00P - 8:00P	X	X	X	X	X			Prime Access Rotation M-F 6:00p - 8:00p	2/13	TU	6:52:17 PM	1:00	XORE0012000H	\$1,046.00		
												2/14	WE	6:15:18 PM	1:00	XORE0012000H	\$1,046.00		
31	1/29	2/4	7:00A - 1:00P						X	X	Wkd Morning Rotation Sa-Su 7:00a - 1:00p	2/3	SA	7:43:17 AM	1:00	XORE0012000H	\$1,388.00		
												2/4	SU	8:54:25 AM	1:00	XORE0012000H	\$1,388.00		
32	2/5	2/11	7:00A - 1:00P						X	X	Wkd Morning Rotation Sa-Su 7:00a - 1:00p	2/11	SU	11:54:43 AM	1:00	XORE0012000H	\$1,388.00		
33	2/12	2/18	7:00A - 1:00P						X	X	Wkd Morning Rotation Sa-Su 7:00a - 1:00p	2/18	SU	8:28:53 AM	1:00	XORE0012000H	\$1,388.00		

12.6.2018.0850



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9721 SHERRILL BLVD
KNOXVILLE, TN 37932
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CHARLOTTE, NC 28260-2038

12.6.2018.0850

Order Number	Salesperson	(* =shared)	Invoice Number	Page
563073	Kristin Maclearie*		218-4180-1	2 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	.7752	National	19	February 2018
Product	Order Type			Invoice Date
ADF	Regular			2/25/2018

Note:

Schedule						Actual Broadcast				Reconciliation									
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
40	1/29	2/4	8:00P - 9:00P	X	X	X	X	X	X	X	Prime Rotation M-Su 8:00p - 9:00p Mirrored	1/31	WE	8:55:36 PM	1:00	XORE0012000H	\$2,536.00		
41	2/5	2/11	8:00P - 9:00P	X	X	X	X	X	X	X	Prime Rotation M-Su 8:00p - 9:00p Mirrored	2/11	SU	8:53:14 PM	1:00	XORE0012000H	\$2,536.00		
42	2/12	2/18	8:00P - 9:00P	X	X	X	X	X	X	X	Prime Rotation M-Su 8:00p - 9:00p Mirrored	2/15	TH	8:14:24 PM	1:00	XORE0012000H	\$2,536.00		
49	1/29	2/4	9:00P - 12:00A	X	X	X	X	X	X	X	Prime Rotation M-Su 9:00p - 12:00a Mirrored	2/1	TH	11:45:04 PM	1:00	XORE0012000H	\$2,536.00		
												2/2	FR	11:30:25 PM	1:00	XORE0012000H	\$2,536.00		
												2/3	SA	11:15:18 PM	1:00	XORE0012000H	\$2,536.00		
50	2/5	2/11	9:00P - 12:00A	X	X	X	X	X	X	X	Prime Rotation M-Su 9:00p - 12:00a Mirrored	2/6	TU	11:52:32 PM	1:00	XORE0012000H	\$2,536.00		
												2/8	TH	10:53:32 PM	1:00	XORE0012000H	\$2,536.00		
												2/10	SA	11:45:48 PM	1:00	XORE0012000H	\$2,536.00		
51	2/12	2/18	9:00P - 12:00A	X	X	X	X	X	X	X	Prime Rotation M-Su 9:00p - 12:00a Mirrored	2/13	TU	11:33:07 PM	1:00	XORE0012000H	\$2,536.00		
												2/14	WE	11:29:57 PM	1:00	XORE0012000H	\$2,536.00		
												2/18	SU	11:28:06 PM	1:00	XORE0012000H	\$2,536.00		
58	1/29	2/4	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 3a-4a	1/31	WE	3:55:36 AM	1:00	XORE0012000H	\$0.00		
59	2/5	2/11	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 3a-4a	2/11	SU	3:53:14 AM	1:00	XORE0012000H	\$0.00		
60	2/12	2/18	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 3a-4a	2/15	TH	3:14:24 AM	1:00	XORE0012000H	\$0.00		



DIY
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: DIY
PO BOX 602038
CHARLOTTE, NC 28260-2038

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
563073	Kristin Maclearie*		218-4180-1	3 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752 National		19	February 2018
Product	Order Type			Invoice Date
ADF	Regular			2/25/2018

Note:

Schedule						Actual Broadcast					Reconciliation								
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
67	1/29	2/4	12:00A- 3:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 12a-3a	2/1	TH	2:45:04 AM	1:00	XORE0012000H	\$0.00		
												2/2	FR	2:30:25 AM	1:00	XORE0012000H	\$0.00		
												2/3	SA	2:15:18 AM	1:00	XORE0012000H	\$0.00		
68	2/5	2/11	12:00A- 3:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 12a-3a	2/6	TU	2:52:32 AM	1:00	XORE0012000H	\$0.00		
												2/8	TH	1:53:32 AM	1:00	XORE0012000H	\$0.00		
												2/10	SA	2:45:48 AM	1:00	XORE0012000H	\$0.00		
69	2/12	2/18	12:00A- 3:00A	X	X	X	X	X	X	X	Prime Rotation Mirror M-Su 12a-3a	2/13	TU	2:33:07 AM	1:00	XORE0012000H	\$0.00		
												2/14	WE	2:29:57 AM	1:00	XORE0012000H	\$0.00		
												2/18	SU	2:28:06 AM	1:00	XORE0012000H	\$0.00		

Contract Notes:

Gross Billings: \$43,866.00
Commission: -\$6,579.90 (15.00 %)
Net Amount Due: \$37,286.10

Invoice Comment: Please contact the Scripps Networks-Knoxville AR

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0850



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Phone: (865) 560-4084 Fax: (865) 531-9938

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CHARLOTTE, NC 28260-2038

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MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* = shared)	Invoice Number	Page
563073	Kristin Maclearie*		318-6142-2	1 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752	National	19	March 2018
Product	Order Type		Original Date	Invoice Date
ADF	Regular		4/1/2018	6/6/2018

Note:

Schedule						Actual Broadcast				Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
7	2/26	3/4	9:00A - 4:00P	X X X X X	Day Rotation M-F 9:00a - 4:00p	2/26	MO 10:25:29 AM	1:00	XORE0012000H	\$442.00		
8	3/5	3/11	9:00A - 4:00P	X X X X X	Day Rotation M-F 9:00a - 4:00p	3/5	MO 10:56:23 AM	1:00	XORE0012000H	\$442.00		
						3/5	MO 1:20:22 PM	1:00	XORE0012000H	\$442.00		
13	2/26	3/4	4:00P - 6:00P	X X X X X	Early Fringe Rotation M-F 4:00p - 6:00p	3/1	TH 5:15:54 PM	1:00	XORE0012000H	\$766.00		
14	3/5	3/11	4:00P - 6:00P	X X X X X	Early Fringe Rotation M-F 4:00p - 6:00p	3/8	TH 4:30:37 PM	1:00	XORE0012000H	\$766.00		
22	2/26	3/4	6:00P - 8:00P	X X X X X	Prime Access Rotation M-F 6:00p - 8:00p	2/27	TU 6:25:52 PM	1:00	XORE0012000H	\$1,046.00		
23	3/5	3/11	6:00P - 8:00P	X X X X X	Prime Access Rotation M-F 6:00p - 8:00p	3/6	TU 7:47:18 PM	1:00	XORE0012000H	\$1,046.00		
27	2/26	3/4	1:00P - 8:00P	X X	Wkd Day Rotation Sa-Su 1:00p - 8:00p	3/4	SU 4:53:46 PM	1:00	XORE0012000H	\$1,628.00		
28	3/5	3/11	1:00P - 8:00P	X X	Wkd Day Rotation Sa-Su 1:00p - 8:00p	3/10	SA 5:14:13 PM	1:00	XORE0012000H	\$1,628.00		
34	2/26	3/4	7:00A - 1:00P	X X	Wkd Morning Rotation Sa-Su 7:00a - 1:00p	3/3	SA 11:21:56 AM	1:00	XORE0012000H	\$1,388.00		
						3/4	SU 8:24:37 AM	1:00	XORE0012000H	\$1,388.00		
35	3/5	3/11	7:00A - 1:00P	X X	Wkd Morning Rotation Sa-Su 7:00a - 1:00p	3/11	SU 10:53:07 AM	1:00	XORE0012000H	\$1,388.00		
43	2/26	3/4	8:00P - 9:00P	X X X X X	Prime Rotation M-Su 8:00p -							

12.6.2018.0850



DIY
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: DIY
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Order Number	Salesperson	(* =shared)	Invoice Number	Page
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Advertiser	Order Class		Estimate Code	Broadcast Month
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Product	Order Type		Original Date	Invoice Date
ADF	Regular		4/1/2018	6/6/2018

Note:

Schedule						Actual Broadcast				Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
					9:00p Mirrored							
44	3/5	3/11	8:00P - 9:00P	X X X X X X X	Prime Rotation M-Su 8:00p - 9:00p Mirrored	2/26	MO 8:43:52 PM	1:00	XORE0012000H	\$2,536.00		
52	2/26	3/4	9:00P - 12:00A	X X X X X X X	Prime Rotation M-Su 9:00p - 12:00a Mirrored	3/6	TU 8:53:22 PM	1:00	XORE0012000H	\$2,536.00		
53	3/5	3/11	9:00P - 12:00A	X X X X X X X	Prime Rotation M-Su 9:00p - 12:00a Mirrored	3/1	TH 11:44:24 PM	1:00	XORE0012000H	\$2,536.00		
						3/4	SU 11:25:21 PM	1:00	XORE0012000H	\$2,536.00		
						3/6	TU 11:55:24 PM	1:00	XORE0012000H	\$2,536.00		
						3/9	FR 11:32:40 PM	1:00	XORE0012000H	\$2,536.00		
61	2/26	3/4	3:00A - 4:00A	X X X X X X X	Prime Rotation Mirror M-Su 3a-4a	2/26	MO 3:43:52 AM	1:00	XORE0012000H	\$0.00		
62	3/5	3/11	3:00A - 4:00A	X X X X X X X	Prime Rotation Mirror M-Su 3a-4a	3/6	TU 3:53:22 AM	1:00	XORE0012000H	\$0.00		
70	2/26	3/4	12:00A - 3:00A	X X X X X X X	Prime Rotation Mirror M-Su 12a-3a	3/1	TH 2:44:24 AM	1:00	XORE0012000H	\$0.00		
						3/4	SU 2:25:21 AM	1:00	XORE0012000H	\$0.00		
71	3/5	3/11	12:00A - 3:00A	X X X X X X X	Prime Rotation Mirror M-Su 12a-3a	3/6	TU 2:55:24 AM	1:00	XORE0012000H	\$0.00		
						3/9	FR 2:32:40 AM	1:00	XORE0012000H	\$0.00		

12.6.2018.0850



DIY
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KNOXVILLE, TN 37932
Phone: (865) 560-4084 Fax: (865) 531-9938

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Note:

Schedule						Actual Broadcast				Reconciliation			
L#	Start	End	Time	M T W T F S S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR

THIS SPACE IS INTENTIONALLY LEFT BLANK

Contract Notes:

Please contact the Scripps Networks-Knoxville AR

Invoice
Comment:

Gross Billings: \$27,586.00
Commission: -\$4,137.90 (15.00 %)
Net Amount Due: \$23,448.10

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0850

EXHIBIT 2-C

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

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

RECEIVED
 JUN 15 2018
 KURTZMAN CARSON CONSULTANTS

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: Identify the Claim

1. Who is the current creditor?	<u>Fox News Network, 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 _____	
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? <u>Reginald Sainvil</u> Name <u>1001 Brickell Bay Drive</u> Number Street <u>Miami FL 33131</u> City State ZIP Code <u>United States</u> Country Contact phone <u>786-747-0200</u> Contact email <u>rsainvil@reedsmith.com</u>	Where should payments to the creditor be sent? (if different) <u>Maryse Jean-Pierre</u> Name <u>1211 Avenue of the Americas</u> Number Street <u>New York NY 10036</u> City State ZIP Code <u>United States</u> Country Contact phone <u>212-301-5877</u> Contact email <u>maryse.jeanpierre@foxnews.com</u>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) 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?

\$ 9,129.00

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.

See Attached Addendum

RECEIVED

JUN 15 2018

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: _____

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)?

☐ No☒ Yes. Check all that apply:

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.

\$ See Addendum

* 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

RECEIVED

JUN 15 2018

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 / 13 / 2018

MM / DD / YYYY

Signature

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

Name

Maryse

Jean-Pierre

First name

Middle name

Last name

Title

VP, Accounting & Finance Operations

Company

Fox News Network, LLC

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

Address

1211 Avenue of the Americas

Number

Street

New York

NY

10036

United States

City

State

ZIP Code

Country

Contact phone

212-301-5877

Email

maryse.jeanpierre@foxnews.com

ReedSmith

Reginald Sainvil
Direct Phone: +1 786 747-0233
Email: rsainvil@reedsmith.com

Reed Smith LLP
1001 Brickell Bay Drive
Suite 900
Tel.: +1 786 747 0200
Fax: +1 786 747 0299
reedsmith.com

June 14, 2018

VIA FEDEX

Orexigen Claims Processing Center
c/o KCC
2335 Alaska Ave.
El Segundo, CA 90245

Re: *In re: Orexigen Therapeutics, Inc.*, Case No. 18-10518 (KG)
United States Bankruptcy Court, District of Delaware


Dear Sir or Madam:

Enclosed for filing, please find the original and one copy of the Administrative Expense Proof of Claim of Fox News Network, LLC. I have also enclosed a self-addressed stamped envelope for your convenience in returning the time-stamped copy to me.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

REED SMITH LLP

By: 
Reginald Sainvil

RS:jl
Enclosures

**ADDENDUM TO PROOF OF CLAIM
OF FOX NEWS NETWORK LLC**

CLAIMANT

1. Fox News Network, LLC (“Fox News”) is the claimant.
2. Fox News is a limited liability company with a place of business at 1211 Avenue of the Americas, New York, NY 10036.
3. Maryse Jean-Pierre, VP, Accounting & Finance Operations – Fox News, is authorized to file this proof of claim (the “Claim”) on behalf of Fox News.

BASIS FOR CLAIM

4. On March 12, 2018 (the “Petition Date”), Orexigen Therapeutics, Inc. (the “Debtor”) filed a voluntary petition for relief under chapter 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).
5. Fox News operates as a media service company. After the Petition Date, Fox News provided various essential services to the Debtor. In connection with such services, Fox News issued certain invoices (the “Invoices”) to the Debtor.
6. The Debtor has failed to remit payment to Fox News on account of all amounts due and owing under the Invoices.

AMOUNT AND NATURE OF CLAIM

7. The aggregate amount due and owing from the Debtor to Fox News is \$9,129.00. The Claim is a priority administrative expense claim pursuant to 11 U.S.C. § 503(b)(1)(A).

SUPPORTING DOCUMENTS

8. The documents supporting the Claim include, but are not limited to the Invoices, which are attached hereto as **Exhibit A**.

RESERVATION OF RIGHTS

9. Fox News reserves the right to amend, modify, and/or supplement this Claim at any time and in any respect and to assert any and all other claims of whatever kind or nature that it has, or may have, against the Debtor under federal or state law. The filing of this Claim shall not be deemed (i) a waiver or release of any claims or rights of Fox News's against any other person or entity, (ii) a consent by Fox News to the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving Fox News, (iii) a waiver of the right to move to withdraw the reference, or otherwise challenge the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving Fox News or to assert that the reference has already been withdrawn with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving Fox News, or (iv) an election of remedy. This Claim is filed without prejudice to the filing by Fox News or any other applicable party of additional proofs of claim with respect to any other liability or indebtedness.

EXHIBIT A

Invoices

(Attached)

Fox News Network LLC

BROADWAY

Invoice Register (Revisions Included)

Invoice	P	Invoice Date	Deal	Order	Account Exec	Agency	Advertiser	Product	Gross	Agency Commission	Net
Network: Fox News											
Order Class: NATIONAL											
Order Type: NATIONAL											
318-2352-1	Y	05/02/2018	112933	166315	Bankruptcy	The Midas Exchange	Orexigen Therapeutics, Inc.	ADF (Contrave)	(\$123,978.00)	(\$18,596.70)	(\$105,381.30)
318-2352-2	Y	05/02/2018	112933	166315	Bankruptcy	The Midas Exchange	Orexigen Therapeutics, Inc.	ADF (Contrave)	(\$124,718.00)	(\$18,707.70)	(\$106,010.30)
318-2352-2	Y	05/02/2018	112933	166315	Bankruptcy	The Midas Exchange	Orexigen Therapeutics, Inc.	ADF (Contrave)	\$124,718.00	\$18,707.70	\$106,010.30
318-2352-3	Y	05/02/2018	112933	166315	Bankruptcy	The Midas Exchange	Orexigen Therapeutics, Inc.	ADF (Contrave)	\$134,718.00	\$20,207.70	\$114,510.30
Order Type Totals:									\$10,740.00	\$1,611.00	\$9,129.00
NATIONAL									\$10,740.00	\$1,611.00	\$9,129.00
Order Class Totals:									\$10,740.00	\$1,611.00	\$9,129.00
Fox News									\$10,740.00	\$1,611.00	\$9,129.00
Report Totals:									\$10,740.00	\$1,611.00	\$9,129.00

6/13/2018 2:11:32 PM

Page: 1 of 3

Fox News Network LLC

BROADWAY

Invoice Register (Revisions Included) [Summary By Order Class / Order Type]

Order Class	Order Type	Gross	Agency Commission	Net
Network: Fox News				
NATIONAL	NATIONAL			
	NATIONAL	\$10,740.00	\$1,611.00	\$9,129.00
	NATIONAL Order Class Totals:	\$10,740.00	\$1,611.00	\$9,129.00
	Fox News Network Totals:	\$10,740.00	\$1,611.00	\$9,129.00
	Report Totals:	\$10,740.00	\$1,611.00	\$9,129.00

6/13/2018 2:11:33 PM

Page: 2 of 3

Fox News Network LLC

BROADWAY

Invoice Register (Revisions Included) [Summary By Order Type]

Network: Fox News		Order Type	Gross	Agency Commission	Net
NATIONAL					
			\$10,740.00	\$1,611.00	\$9,129.00
Fox News Network Totals:			\$10,740.00	\$1,611.00	\$9,129.00
Report Totals:			\$10,740.00	\$1,611.00	\$9,129.00

6/13/2018 2:11:34 PM

Page: 3 of 3

EXHIBIT 2-D

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

RECEIVED

JUN 15 2018

KURTZMAN GARCIA CONSULTANTS

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

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: Identify the Claim

1. Who is the current creditor?	<u>Fox News Network, 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 _____	
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? <u>Reginald Sainvil</u> Name <u>1001 Brickell Bay Drive</u> Number Street <u>Miami FL 33131</u> City State ZIP Code <u>United States</u> Country Contact phone <u>786-747-0200</u> Contact email <u>rsainvil@reedsmith.com</u>	Where should payments to the creditor be sent? (if different) <u>Maryse Jean-Pierre</u> Name <u>1211 Avenue of the Americas</u> Number Street <u>New York NY 10036</u> City State ZIP Code <u>United States</u> Country Contact phone <u>212-301-5877</u> Contact email <u>maryse.jeanpierre@foxnews.com</u>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) 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?

\$ 354,837.60

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.

See Attached Addendum

RECEIVED

JUN 15 2018

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: _____

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:☐ 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.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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.

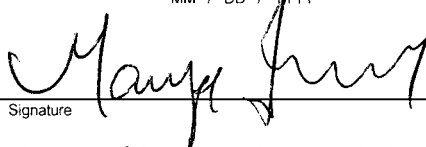
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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 / 13 / 2018

MM / DD / YYYY



Signature

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

Name Maryse

Jean-Pierre

First name

Middle name

Last name

Title

VP, Accounting & Finance Operations

Company

Fox News Network, LLC

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

Address.

1211 Avenue of the Americas

Number

Street

New York

NY

10036

United States

City

State

ZIP Code

Country

Contact phone

212-301-5877

Email

maryse.jeanpierre@foxnews.com

RECEIVED

JUN 15 2018

KURTZMAN CARSON CONSULTANTS

ReedSmith

Reginald Sainvil
Direct Phone: +1 786 747-0233
Email: rsainvil@reedsmith.com

Reed Smith LLP
1001 Brickell Bay Drive
Suite 900
Tel.: +1 786 747 0200
Fax: +1 786 747 0299
reedsmith.com

June 14, 2018

VIA FEDEX

Orexigen Claims Processing Center
c/o KCC
2335 Alaska Ave.
El Segundo, CA 90245

Re: *In re: Orexigen Therapeutics, Inc.*, Case No. 18-10518 (KG)
United States Bankruptcy Court, District of Delaware


Dear Sir or Madam:

Enclosed for filing, please find the original and one copy of the Proof of Claim of Fox News Network, LLC. I have also enclosed a self-addressed stamped envelope for your convenience in returning the time-stamped copy to me.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

REED SMITH LLP

By: 
Reginald Sainvil

RS:jl
Enclosures

**ADDENDUM TO PROOF OF CLAIM
OF FOX NEWS NETWORK LLC**

CLAIMANT

1. Fox News Network, LLC ("Fox News") is the claimant.
2. Fox News is a limited liability company with a place of business at 1211 Avenue of the Americas, New York, NY 10036.
3. Maryse Jean-Pierre, VP, Accounting and Finance Operations – Fox News, is authorized to file this proof of claim (the "Claim") on behalf of Fox News.

BASIS FOR CLAIM

4. On March 12, 2018 (the "Petition Date"), Orexigen Therapeutics, Inc. (the "Debtor") filed a voluntary petition for relief under chapter 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").
5. Fox News operates as a media service company. Prior to the Petition Date, Fox News provided various services to the Debtor. In connection with such services, Fox News issued certain invoices (the "Invoices") to the Debtor.
6. As of the Petition Date, there were amounts due and owing to Fox News under the Invoices by virtue of the Debtor's failure to pay all amounts due and owing under the Invoices.

AMOUNT AND NATURE OF CLAIM

7. As of the Petition Date, the aggregate amount due and owing from the Debtor to Fox News was \$354,387.60. The Claim is unsecured.

SUPPORTING DOCUMENTS

8. The documents supporting the Claim include, but are not limited to the Invoices, which are attached hereto as **Exhibit A**.

RESERVATION OF RIGHTS

9. Fox News reserves the right to amend, modify, and/or supplement this Claim at any time and in any respect and to assert any and all other claims of whatever kind or nature that it has, or may have, against the Debtor under federal or state law. The filing of this Claim shall not be deemed (i) a waiver or release of any claims or rights of Fox News's against any other person or entity, (ii) a consent by Fox News to the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving Fox News, (iii) a waiver of the right to move to withdraw the reference, or otherwise challenge the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving Fox News or to assert that the reference has already been withdrawn with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving Fox News, or (iv) an election of remedy. This Claim is filed without prejudice to the filing by Fox News or any other applicable party of additional proofs of claim with respect to any other liability or indebtedness.

EXHIBIT A

Invoices

(Attached)



FOX NEWS NETWORK LLC
1211 AVENUE OF THE AMERICAS
28TH FLOOR
NEW YORK, NY 10036
Phone: (212) 301-3432 Fax: (212) 301-5046

Remit To: ATTN ACCOUNTS RECEIVABLE
FOX NEWS NETWORK ADVERTISING
C/O BANK OF AMERICA
5715 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

8.6.2018.1134

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	Salesperson	(*shared)	Invoice Number	Page
162874	Bankruptcy		1217-2537-1	1 of 2
Advertiser	8087	Order Class	Estimate Code	Broadcast Month
Orexigen Therapeutics, Inc.	NATIONAL		14	December 2017
Product	Order Type			Invoice Date
ADF (Contrave)	NATIONAL			12/31/2017

Note:

Case 1:18-cv-01051-KG Document 112-3 Filed 05/30/19

Schedule						Actual Broadcast					Reconciliation	
#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy #	Cost	Remarks	DB/CR
4	12/25	12/31	6:00A - 9:00A	X X X X X	Fox & Friends MF 6-9A	12/28	TH 7:32:48 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$6,526.00		
6	12/25	12/31	4:00P - 5:00P	X X X X X	Your World Neil Cavuto MF 4-5P	12/29	FR 4:22:04 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$7,946.00		
10	12/25	12/31	8:00P - 9:00P	X X X X X	Tucker Carlson Tonight MF 8-9P	12/26	TU 8:54:44 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$25,108.00		
12	12/25	12/31	11:00A - 12:00P	X	Media Buzz SU 11A-12P	12/31	SU 11:31:05 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$4,052.00		
14	12/25	12/31	4:00P - 5:00P	X X X X X	Your World Neil Cavuto MF 4-5P	12/26	TU 4:37:00 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$7,946.00	-MG (PE LI:5-Dt:09/28/17)	
15	12/25	12/31	12:00P - 3:00P	X X X X X	Fox News Live MF 12-3P	12/29	FR 12:58:33 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$4,964.00	-MG (PE LI:1-Dt:10/05/17)	



FOX NEWS NETWORK LLC
1211 AVENUE OF THE AMERICAS
28TH FLOOR
NEW YORK, NY 10036
Phone: (212) 301-3432 Fax: (212) 301-5046

Remit To: ATTN ACCOUNTS RECEIVABLE
FOX NEWS NETWORK ADVERTISING
C/O BANK OF AMERICA
5715 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

8.6.2018 1134

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	Salesperson	Invoice Number	Page
162874	Bankruptcy	1217-2537-1	2 of 2
Advertiser	Order Class	Estimate Code	Broadcast Month
Orexigen Therapeutics, Inc.	NATIONAL	14	December 2017
Product	Order Type	Invoice Date	
ADF (Contrave)	NATIONAL	12/31/2017	

Note:

Schedule						Actual Broadcast			Reconciliation			
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR

Contract Notes:

Invoice
Comment:

Gross Billings: \$56,542.00
Commission: -\$8,481.30 (15.00 %)
Net Amount Due: \$48,060.70

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to network the amount of any bills rendered by network within the time specified, and until payment in full is received by network. Payment by Advertiser or Agency or to Service, shall not constitute payment to this network.



FOX NEWS NETWORK LLC
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NEW YORK, NY 10036
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FOX NEWS NETWORK ADVERTISING
C/O BANK OF AMERICA
5715 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

13.6.2018.1042

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	166315	Salesperson	(* = shared)	Invoice Number	218-2083-1	Page	1 of 4
Advertiser	Orexigen Therapeutics, Inc.	Order Class	NATIONAL	Estimate Code	19	Broadcast Month	February 2018
Product	ADF (Contrave)	Order Type	NATIONAL			Invoice Date	2/25/2018

Note:

Schedule						Actual Broadcast					Reconciliation	
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
9	1/29	2/4	5:00A - 6:00A	X X X X X	Fox & Friends First MF 5-6A	1/31	WE 5:40:20 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$2,010.00		
10	2/12	2/18	5:00A - 6:00A	X X X X X	Fox & Friends First MF 5-6A	2/15	TH 5:38:22 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$2,010.00		
15	2/5	2/11	6:00A - 9:00A	X X X X X	Fox & Friends MF 6-9A	2/5	MO 6:20:36 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$5,496.00		
24	2/12	2/18	7:00P - 8:00P	X X	Fox Report SS 7-8P	2/17	SA 7:45:51 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$9,344.00		
28	2/12	2/18	8:00P - 9:00P	X X X X X	Tucker Carlson Tonight MF 8-9P	2/15	TH 8:35:49 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$22,750.00		
37	1/29	2/4	10:00P - 11:00P	X X X X X	The Ingraham Angle MF 10-11P	2/16	FR 8:38:25 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$22,750.00		
38	2/5	2/11	10:00P - 11:00P	X X X X X	The Ingraham Angle MF 10-11P	1/31	WE 10:40:10 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$20,812.00		
43	2/5	2/11	9:00P - 10:00P	X X X X X	Hannity MF 9-10P	2/6	TU 10:43:11 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$20,812.00		
50	1/29	2/4	5:00A - 10:00A	X X	Fox Weekend Morning SS 5-10A	2/7	WE 9:54:06 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$24,990.00		
60	2/5	2/11	12:00P - 3:00P	X X X X X	Fox News Live MF 12-3P	2/3	SA 5:42:41 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$3,614.00		



FOX NEWS NETWORK LLC
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28TH FLOOR
NEW YORK, NY 10036
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Remit To: ATTN ACCOUNTS RECEIVABLE
FOX NEWS NETWORK ADVERTISING
C/O BANK OF AMERICA
5715 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

13.6.2018.1042

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	166315	Salesperson	Bankruptcy	Invoice Number	218-2083-1	Page	2 of 4
Advertiser	Orexigen Therapeutics, Inc.	Order Class	NATIONAL	Estimate Code	19	Broadcast Month	February 2018
Product	ADF (Contrave)	Order Type	NATIONAL	Invoice Date	2/25/2018		

Note:

Schedule						Actual Broadcast				Reconciliation			
Ln#	Start	End	Time	M T W T F S S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
60	2/12	2/18	12:00P - 3:00P	X X X X X	Fox News Live MF 12-3P	2/8	TH		1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$0.00	Lost Inventory Due to Breaking News In The Week-PE (MG LI:91-Dt:02/09/18)	-\$3,998.00
61	2/12	2/18	12:00P - 3:00P	X X X X X	Fox News Live MF 12-3P	2/16	FR		1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$0.00	Lost Inventory Due to Breaking News In The Week-PE (MG LI:94-Dt:02/26/18)	-\$3,998.00
62	1/29	2/4	3:00P - 4:00P	X X X X X	Shepard Smith Reporting MF 3-4P	1/29	MO	3:10:24 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$4,312.00		
63	2/5	2/11	3:00P - 4:00P	X X X X X	Shepard Smith Reporting MF 3-4P	2/8	TH		1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$0.00	Lost Inventory Due to Breaking News In The Week-PE (MG LI:92-Dt:02/15/18)	-\$4,312.00
65	2/5	2/11	5:00A - 6:00A	X X X X X	Fox & Friends First MF 5-6A	2/7	WE	5:38:42 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$2,010.00		
67	2/12	2/18	6:00A - 9:00A	X X X X X	Fox & Friends MF 6-9A	2/13	TU	6:16:01 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$5,496.00		
69	1/29	2/4	9:00A - 12:00P	X X X X X	Fox News Live MF 9A-12P	1/29	MO	11:49:51 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$4,618.00		
75	1/29	2/4	7:00P - 8:00P	X X	Fox Report SS 7-8P	2/3	SA	7:31:57 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$9,344.00		
76	2/5	2/11	7:00P - 8:00P	X X	Fox Report SS 7-8P	2/11	SU	7:56:20 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$9,344.00		
79	2/12	2/18	5:00P - 6:00P	X X X X X	The Five MF 5-6P								



FOX NEWS NETWORK LLC
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5715 COLLECTION CENTER DRIVE
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13.6.2018.1042

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	166315	Salesperson	Bankruptcy	Invoice Number	218-2083-1	Page	3 of 4
Advertiser	Orexigen Therapeutics, Inc.	Order Class	NATIONAL	Estimate Code	19	Broadcast Month	February 2018
Product	ADF (Contrave)	Order Type	NATIONAL	Invoice Date	2/25/2018		

Note:

Schedule						Actual Broadcast					Reconciliation	
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
83	2/12	2/18	8:00P - 9:00P		X X Watters World SS 8-9P	2/13	TU 5:30:09 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$9,118.00		
90	1/29	2/4	5:00A - 10:00A		X X Fox Weekend Morning SS 5-10A	2/4	SU 5:20:51 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$3,614.00	-MG (PE LI:85-Dt:01/20/18)	
91	2/5	2/11	12:00P - 3:00P	X X X X X	Fox News Live MF 12-3P	2/9	FR	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$0.00	Lost Inventory Due to Breaking News In The Week-PE (MG LI:93-Dt:02/16/18)	-\$3,998.00
92	2/12	2/18	3:00P - 4:00P	X X X X X	Shepard Smith Reporting MF 3-4P	2/15	TH	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$0.00	Show Inventory Full/Show Is Sold Out-PE (MG LI:95-Dt:03/02/18)	-\$4,312.00
93	2/12	2/18	12:00P - 3:00P	X X X X X	Fox News Live MF 12-3P	2/16	FR 12:25:32 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$3,998.00	-MG (PE LI:91-Dt:02/09/18)	



FOX NEWS NETWORK LLC
1211 AVENUE OF THE AMERICAS
28TH FLOOR
NEW YORK, NY 10036
Phone: (212) 301-3432 Fax: (212) 301-5046

Remit To: ATTN ACCOUNTS RECEIVABLE
FOX NEWS NETWORK ADVERTISING
C/O BANK OF AMERICA
5715 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

13.6.2018.1042

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	166315	Salesperson	Bankruptcy	Invoice Number	218-2083-1	Page	4 of 4
Advertiser	Orexigen Therapeutics, Inc.	Order Class	NATIONAL	Estimate Code	19	Broadcast Month	February 2018
Product	ADF (Contrave)	Order Type	NATIONAL			Invoice Date	2/25/2018

Note:

Schedule						Actual Broadcast				Reconciliation			
L#	Start	End	Time	M T W T F S S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR

Contract Notes:

Invoice Comment:

Gross Billings: \$197,182.00
Commission: -\$29,577.30 (15.00 %)
Net Amount Due: \$167,604.70

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to network the amount of any bills rendered by network within the time specified, and until payment in full is received by network. Payment by Advertiser or Agency or to Service, shall not constitute payment to this network.



FOX NEWS NETWORK LLC
1211 AVENUE OF THE AMERICAS
28TH FLOOR
NEW YORK, NY 10036
Phone: (212) 301-3432 Fax: (212) 301-5046

Remit To: ATTN ACCOUNTS RECEIVABLE
FOX NEWS NETWORK ADVERTISING
C/O BANK OF AMERICA
5715 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

8.6.2018.1136

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	166315	Salesperson	Bankruptcy	Invoice Number	118-2608-1	Page	1 of 3
Advertiser	Orexigen Therapeutics, Inc.	Order Class	NATIONAL	Estimate Code	19	Broadcast Month	January 2018
Product	ADF (Contrave)	Order Type	NATIONAL			Invoice Date	1/28/2018

Note:

Case 1:18-cv-01051-KG Document 112-3 Filed 05/30/19

Schedule						Actual Broadcast						Reconciliation	
L#	Start	End	Time	M T W T F S S	Program	Date	Day	Time	Len	Copy #	Cost	Remarks	DB/CR
112	1/1	1/7	6:00A - 9:00A	X X X X X	Fox & Friends MF 6-9A	1/5	FR	6:45:29 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$5,496.00		
117	1/1	1/7	9:00A - 12:00P	X X X X X	Fox News Live MF 9A-12P	1/5	FR	9:56:39 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$4,618.00		
132	1/1	1/7	10:00P - 11:00P	X X	Fox News Specials SS 10-11P	1/6	SA	10:37:14 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$8,952.00		
133	1/8	1/14	10:00P - 11:00P	X X	Fox News Specials SS 10-11P	1/13	SA	10:58:10 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$8,952.00		
141	1/1	1/7	9:00P - 10:00P	X X X X X	Hannity MF 9-10P	1/2	TU	9:54:43 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$24,990.00		
144	1/15	1/21	7:00P - 8:00P	X X X X X	The Story w/Martha McCallum MF 7-8P	1/16	TU	7:38:06 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$19,576.00		
149	1/1	1/7	5:00A - 10:00A	X X	Fox Weekend Morning SS 5-10A	1/7	SU	5:20:15 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$3,614.00		
159	1/15	1/21	12:00P - 3:00P	X X X X X	Fox News Live MF 12-3P	1/18	TH	1:40:42 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$3,998.00		
164	1/8	1/14	5:00A - 6:00A	X X X X X	Fox & Friends First MF 5-6A	1/8	MO	5:11:19 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$2,010.00		
170	1/8	1/14	4:00P - 5:00P	X X X X X	Your World Neil Cavuto MF 4-5P								



FOX NEWS NETWORK LLC
1211 AVENUE OF THE AMERICAS
28TH FLOOR
NEW YORK, NY 10036
Phone: (212) 301-3432 Fax: (212) 301-5046

Remit To: ATTN ACCOUNTS RECEIVABLE
FOX NEWS NETWORK ADVERTISING
C/O BANK OF AMERICA
5715 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

8.6.2018.1136

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	166315	Salesperson	Bankruptcy	Invoice Number	118-2608-1	Page	2 of 3
Advertiser	Orexigen Therapeutics, Inc.	Order Class	NATIONAL	Estimate Code	19	Broadcast Month	January 2018
Product	ADF (Contrave)	Order Type	NATIONAL			Invoice Date	1/28/2018

Note:

Schedule						Actual Broadcast					Reconciliation	
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
72	1/8	1/14	6:00P - 7:00P	X X X X X	Special Report MF 6-7P	1/12	FR 4:20:44 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$7,210.00		
74	1/15	1/21	7:00P - 8:00P	X X	Fox Report SS 7-8P	1/11	TH 6:27:23 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$10,248.00		
80	1/8	1/14	10:00P - 11:00P	X X X X X	The Ingraham Angle MF 10-11P	1/20	SA 7:17:07 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$9,344.00		
82	1/15	1/21	9:00P - 10:00P	X X X X X	Hannity MF 9-10P	1/11	TH 10:31:16 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$20,812.00		
84	1/8	1/14	5:00A - 10:00A	X X	Fox Weekend Morning SS 5-10A	1/17	WE 9:43:59 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$24,990.00		
85	1/15	1/21	5:00A - 10:00A	X X	Fox Weekend Morning SS 5-10A	1/13	SA 5:31:18 AM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$3,614.00		
88	1/1	1/7	12:00P - 7:00P	X X	Weekend Various SS 12-7P	1/20	SA	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$0.00	Breaking News Story-PE (MG LT:90-Dt:02/04/18)	-\$3,614.00
89	1/15	1/21	12:00P - 7:00P	X X	Weekend Various SS 12-7P	1/6	SA 5:56:20 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$2,654.00		
						1/21	SU 6:15:13 PM	1:00	XORE0012000H BRAINS BEHIND WEIGHT	\$2,654.00		



FOX NEWS NETWORK LLC
1211 AVENUE OF THE AMERICAS
28TH FLOOR
NEW YORK, NY 10036
Phone: (212) 301-3432 Fax: (212) 301-5046

Remit To:
ATTN ACCOUNTS RECEIVABLE
FOX NEWS NETWORK ADVERTISING
C/O BANK OF AMERICA
5715 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

8.6.2018.1136

ATTN MICHELLE YAKOB
THE MIDAS EXCHANGE
498 7TH AVENUE
7TH FLOOR
NEW YORK, NY 10018

Order Number	Salesperson	Invoice Number	Page
166315	Bankruptcy	118-2608-1	3 of 3
Advertiser	Order Class	Estimate Code	Broadcast Month
Orexigen Therapeutics, Inc.	8087 NATIONAL	19	January 2018
Product	Order Type	Invoice Date	
ADF (Contrave)	NATIONAL	1/28/2018	

Note:

Schedule					Actual Broadcast				Reconciliation			
L#	Start	End	Time	M T W T F S S Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR

Contract Notes:

Invoice
Comment:

Gross Billings: \$163,732.00
Commission: -\$24,559.80 (15.00 %)
Net Amount Due: \$139,172.20

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to network the amount of any bills rendered by network within the time specified, and until payment in full is received by network. Payment by Advertiser or Agency or to Service, shall not constitute payment to this network.

EXHIBIT 2-E

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>Home and Garden Television</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?	Where should notices to the creditor be sent? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>240-662-3998</u> Contact email <u>Leah_Montesano@discovery.com</u> (see summary page for notice party information) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
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?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>7752</u>
7.	How much is the claim? \$ <u>389,371.40</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Media Purchases</u>	
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> 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.) </div> <div style="margin-left: 40px; margin-top: 20px;"> 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.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

\$ _____

☐ 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)?

☒ 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 06/14/2018
MM / DD / YYYY

/s/Mary L. Fullington
Signature

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

Name Mary L. Fullington
First name Middle name Last name

Title Attorney

Company Wyatt, Tarrant and Combs, LLP

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

Address 250 West Main Street, Suite 1600, Lexington, KY, 40507

Contact phone 859-233-2012

Email mfullington@wyattfirm.com



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

Debtor: 18-10518 - Orexigen Therapeutics, Inc. District: District of Delaware		
Creditor: Home and Garden Television c/o Discovery, Inc., Attn: Leah Montesano One Discovery Place Silver Spring, MD, 20910 United States Phone: 240-662-3998 Phone 2: Fax: Email: Leah_Montesano@discovery.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: Home and Garden Television c/o Wyatt, Tarrant and Combs, LLP, Attn: Mary L. Fullington 250 West Main Street, Suite 1600 Lexington, KY, 40507 Phone: 859-233-2012 Phone 2: Fax: 859-259-0649 E-mail: mfullington@wyattfirm.com		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Media Purchases	Last 4 Digits: Yes - 7752	Uniform Claim Identifier:
Total Amount of Claim: 389,371.40	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: Mary L. Fullington on 14-Jun-2018 11:14:10 a.m. Eastern Time Title: Attorney Company: Wyatt, Tarrant and Combs, LLP		

Optional Signature Address:

Mary L. Fullington
250 West Main Street, Suite 1600

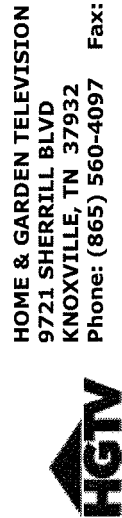
Lexington, KY, 40507

Telephone Number:

859-233-2012

Email:

mfullington@wyattfirm.com



Remit To: HGTV
PO BOX 602028
CHARLOTTE, NC 28260-2028

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
553154	Kristin Maclearie*		1217-3502-1	1 of 1
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752 National		14	December 2017
Product	Order Type			Invoice Date
ADF-CONTRAVE	Regular			12/31/2017

Note:

Schedule					Actual Broadcast					Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
2	12/25	12/31	3:00P - 6:00P	X X X X X	Early Fringe Rotation M-F 3-6p	12/27	WE 4:38:54 PM	1:00	XORE0012000H	\$7,212.00		
4	12/25	12/31	1:00P - 6:00P	X X	Wkd Day Rotation Sa-Su 1-6p	12/31	SU 2:24:43 PM	1:00	XORE0012000H	\$14,140.00		
7	12/25	12/31	8:00P - 9:00P	X X X X X X X	Prime 1 Rotation M-Su 8-9p Mirrored	12/27	WE 8:34:11 PM	1:00	XORE0012000H	\$21,646.00		
						12/28	TH 8:24:13 PM	1:00	XORE0012000H	\$21,646.00		
11	12/25	12/31	3:00A - 4:00A	X X X X X X X	Prime 1 Rotation Mirror M-Su 3a-4a	12/27	WE 3:34:11 AM	1:00	XORE0012000H	\$0.00		
						12/28	TH 3:24:13 AM	1:00	XORE0012000H	\$0.00		

Contract Notes:

Gross Billings: \$64,644.00
Commission: -\$9,696.60 (15.00 %)
Net Amount Due: \$54,947.40

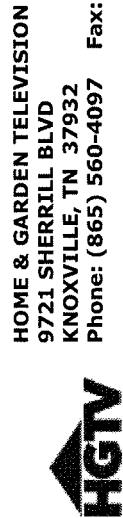
Invoice Comment:

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.8.2018.0846



Remit To: HGTV
PO BOX 602028
CHARLOTTE, NC 28260-2028

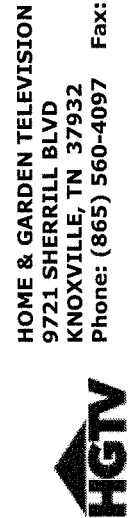
ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
563072	Kristin Maclearie*		118-1835-1	1 of 2
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		19	January 2018
Product	Order Type			Invoice Date
ADF	Regular			1/28/2018

Note:

Schedule						Actual Broadcast				Reconciliation									
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
1	1/1	1/7	9:00A - 3:00P	X	X	X	X	X			Day Rotation M-F 9a-3p	1/3	WE	1:26:20 PM	1:00	XORE0012000H	\$4,468.00		
2	1/8	1/14	9:00A - 3:00P	X	X	X	X	X			Day Rotation M-F 9a-3p	1/9	TU	12:53:03 PM	1:00	XORE0012000H	\$4,468.00		
3	1/15	1/21	9:00A - 3:00P	X	X	X	X	X			Day Rotation M-F 9a-3p	1/17	WE	9:55:52 AM	1:00	XORE0012000H	\$4,468.00		
13	1/1	1/7	7:00A - 1:00P						X	X	Wkd Morning Rotation Sa-Su 7a-1p	1/6	SA	9:10:08 AM	1:00	XORE0012000H	\$12,088.00		
14	1/8	1/14	7:00A - 1:00P						X	X	Wkd Morning Rotation Sa-Su 7a-1p	1/13	SA	8:09:37 AM	1:00	XORE0012000H	\$12,088.00		
15	1/15	1/21	7:00A - 1:00P						X	X	Wkd Morning Rotation Sa-Su 7a-1p	1/20	SA	9:15:16 AM	1:00	XORE0012000H	\$12,088.00		
16	1/1	1/7	8:00P - 9:00P	X	X	X	X	X	X		Prime 1 Rotation M-Su 8-9p Mirrored	1/3	WE	8:34:33 PM	1:00	XORE0012000H	\$24,590.00		
17	1/8	1/14	8:00P - 9:00P	X	X	X	X	X	X		Prime 1 Rotation M-Su 8-9p Mirrored	1/8	MO	8:39:26 PM	1:00	XORE0012000H	\$24,590.00		
18	1/15	1/21	8:00P - 9:00P	X	X	X	X	X	X		Prime 1 Rotation M-Su 8-9p Mirrored	1/15	MO	8:39:24 PM	1:00	XORE0012000H	\$24,590.00		
26	1/1	1/7	3:00A - 4:00A	X	X	X	X	X	X		Prime 1 Rotation Mirror M-Su 3a-4a	1/3	WE	3:34:33 AM	1:00	XORE0012000H	\$0.00		
27	1/8	1/14	3:00A - 4:00A	X	X	X	X	X	X		Prime 1 Rotation Mirror M-Su 3a-4a	1/8	MO	3:39:26 AM	1:00	XORE0012000H	\$0.00		

12.6.2018.0846



Remit To: HGTV
PO BOX 602028
CHARLOTTE, NC 28260-2028

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* = shared)	Invoice Number	Page
563072	Kristin Maclearie*		118-1835-1	2 of 2
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752	National	19	January 2018
Product	Order Type			Invoice Date
ADF	Regular			1/28/2018

Note:

Schedule						Actual Broadcast					Reconciliation								
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
28	1/15	1/21	3:00A - 4:00A	X	X	X	X	X	X	X	Prime 1 Rotation Mirror M-Su 3a-4a	1/15	MO	3:39:24 AM	1:00	XORE0012000H	\$0.00		

Contract Notes:

Gross Billings: \$123,438.00
Commission: -\$18,515.70 (15.00 %)
Net Amount Due: \$104,922.30

Invoice Comment:

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0846

HOME & GARDEN TELEVISION
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4097 Fax: (865) 531-9938



ATTN ACCOUNTS PAYABLE
 MIDAS EXCHANGE, THE
 498 7TH AVENUE
 NEW YORK, NY 10018

Remit To: HGTV
PO BOX 602028
CHARLOTTE, NC 28260-2028

Order Number	Salesperson	Invoice Number	Page
563072	Kristin Maclearie*	218-1748-1	1 of 2
Advertiser	Order Class	Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	:7752	19	February 2018
Product	Order Type		Invoice Date
ADF	Regular		2/25/2018

Note:

Schedule						Actual Broadcast				Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
4	1/29	2/4	9:00A - 3:00P	X X X X X	Day Rotation M-F 9a-3p	2/1	TH 11:42:41 AM	1:00	XORE0012000H	\$4,468.00		
5	2/12	2/18	9:00A - 3:00P	X X X X X	Day Rotation M-F 9a-3p	2/14	WE 12:29:58 PM	1:00	XORE0012000H	\$4,468.00		
11	2/12	2/18	1:00P - 6:00P	X X	Wkd Day Rotation Sa-Su 1-6p	2/17	SA 3:08:50 PM	1:00	XORE0012000H	\$15,882.00		
19	1/29	2/4	8:00P - 9:00P	X X X X X X X	Prime 1 Rotation M-Su 8-9p Mirrored	1/31	WE 8:51:14 PM	1:00	XORE0012000H	\$24,590.00		
20	2/5	2/11	8:00P - 9:00P	X X X X X X X	Prime 1 Rotation M-Su 8-9p Mirrored	2/2	FR 8:26:15 PM	1:00	XORE0012000H	\$24,590.00		
22	2/5	2/11	9:00P - 12:00A	X X X X X X X	Prime 2 Rotation M-Su 9p-12a Mirrored	2/7	WE 8:27:31 PM	1:00	XORE0012000H	\$24,590.00		
23	2/12	2/18	9:00P - 12:00A	X X X X X X X	Prime 2 Rotation M-Su 9p-12a Mirrored	2/11	SU 11:17:14 PM	1:00	XORE0012000H	\$31,268.00		
29	1/29	2/4	3:00A - 4:00A	X X X X X X X	Prime 1 Rotation Mirror M-Su 3a-4a	2/17	SA 9:35:56 PM	1:00	XORE0012000H	\$31,268.00		
30	2/5	2/11	3:00A - 4:00A	X X X X X X X	Prime 1 Rotation Mirror M-Su 3a-4a	1/31	WE 3:51:14 AM	1:00	XORE0012000H	\$0.00		
						2/2	FR 3:26:15 AM	1:00	XORE0012000H	\$0.00		
32	2/5	2/11	12:00A - 3:00A	X X X X X X X	Prime 2 Rotation Mirror M-Su 12a-3a	2/7	WE 3:27:31 AM	1:00	XORE0012000H	\$0.00		
33	2/12	2/18	12:00A - 3:00A	X X X X X X X	Prime 2 Rotation Mirror M-Su 12a-3a	2/11	SU 2:17:14 AM	1:00	XORE0012000H	\$0.00		

12.6.2018.0846

HOME & GARDEN TELEVISION
 9721 SHERRILL BLVD
 KNOXVILLE, TN 37932
 Phone: (865) 560-4097 Fax: (865) 531-9938



ATTN ACCOUNTS PAYABLE
 MIDAS EXCHANGE, THE
 498 7TH AVENUE
 NEW YORK, NY 10018

Remit To: HGTV
 PO BOX 602028
 CHARLOTTE, NC 28260-2028

Order Number	Salesperson	(* =shared)	Invoice Number	Page
563072	Kristin Maclearie*		218-1748-1	2 of 2
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752	National	19	February 2018
Product	Order Type			Invoice Date
ADF	Regular			2/25/2018

Note:

Schedule					Actual Broadcast					Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
				3a		2/17	SA 12:35:56 AM	1:00	XORE0012000H	\$0.00		

Contract Notes:

Gross Billings: \$161,124.00
 Commission: -\$24,168.60 (15.00 %)
 Net Amount Due: \$136,955.40

Invoice
 Comment:

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0846

HOME & GARDEN TELEVISION
9721 SHERRILL BLVD
KNOXVILLE, TN 37932
Phone: (865) 560-4097 Fax: (865) 531-9938



ATTN ACCOUNTS PAYABLE
 MIDAS EXCHANGE, THE
 498 7TH AVENUE
 NEW YORK, NY 10018

Remit To: HGTV
PO BOX 602028
CHARLOTTE, NC 28260-2028

Order Number	Salesperson	Invoice Number	Page
563072	Kristin Maclearie*	318-3351-2	1 of 2
Advertiser	Order Class	Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752 National	19	March 2018
Product	Order Type	Original Date	Invoice Date
ADF	Regular	4/1/2018	6/6/2018

Note:

Schedule						Actual Broadcast					Reconciliation									
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR	
6	2/26	3/4	9:00A - 3:00P	X	X	X	X	X			Day Rotation M-F 9a-3p	2/26	MO	12:38:17 PM	1:00	XORE0012000H	\$4,468.00			
7	3/5	3/11	3:00P - 6:00P	X	X	X	X	X			Early Fringe Rotation M-F 3-6p	3/8	TH	4:36:48 PM	1:00	XORE0012000H	\$8,312.00			
8	3/12	3/18	3:00P - 6:00P	X	X	X	X	X			Early Fringe Rotation M-F 3-6p	3/12	MO	4:26:36 PM	1:00	XORE0012000H	\$8,312.00			
9	3/5	3/11	6:00P - 8:00P	X	X	X	X	X	X		Prime Access M-Su 6-8p	3/5	MO	6:08:50 PM	1:00	XORE0012000H	\$16,046.00			
12	2/26	3/4	1:00P - 6:00P							X	X	Wkd Day Rotation Sa-Su 1-6p	3/3	SA	3:45:03 PM	1:00	XORE0012000H	\$15,882.00		
21	2/26	3/4	8:00P - 9:00P	X	X	X	X	X	X	X	Prime 1 Rotation M-Su 8-9p Mirrored	2/28	WE	8:26:57 PM	1:00	XORE0012000H	\$24,590.00			
24	3/5	3/11	9:00P - 12:00A	X	X	X	X	X	X	X	Prime 2 Rotation M-Su 9p-12a Mirrored	3/10	SA	9:52:58 PM	1:00	XORE0012000H	\$31,268.00			
31	2/26	3/4	3:00A - 4:00A	X	X	X	X	X	X	X	Prime 1 Rotation Mirror M-Su 3a-4a	2/28	WE	3:26:57 AM	1:00	XORE0012000H	\$0.00			
34	3/5	3/11	12:00A - 3:00A	X	X	X	X	X	X	X	Prime 2 Rotation Mirror M-Su 12a-3a	3/10	SA	12:52:58 AM	1:00	XORE0012000H	\$0.00			

12.6.2018.0846

HOME & GARDEN TELEVISION
 9721 SHERRILL BLVD
 KNOXVILLE, TN 37932
 Phone: (865) 560-4097 Fax: (865) 531-9938



Remit To: HGTV
 PO BOX 602028
 CHARLOTTE, NC 28260-2028

ATTN ACCOUNTS PAYABLE
 MIDAS EXCHANGE, THE
 498 7TH AVENUE
 NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
563072	Kristin Maclearie*		318-3351-2	2 of 2
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		19	March 2018
Product	Order Type		Original Date	Invoice Date
ADF	Regular		4/1/2018	6/6/2018

Note:

Schedule										Actual Broadcast				Reconciliation					
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR

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Contract Notes:

Invoice Comment:

Gross Billings: \$108,878.00
Commission: -\$16,331.70 (15.00 %)
Net Amount Due: \$92,546.30

Terms: NET 30 DAYS

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12.6.2018.0846

EXHIBIT 2-F

Fill in this information to identify the case:

Debtor 1 OREXIGEN THERAPEUTICS INC
 Debtor 2 _____
 (Spouse, if filing)
 United States Bankruptcy Court for the: DELAWARE District of DELAWARE
 Case number 1:2018 BK 10518

FILED
 2018 MAR 23 AM 9:10

RECEIVED

CLERK
 U.S. BANKRUPTCY COURT
 DISTRICT OF DELAWARE

MAR 26 2018

Official Form 410

Proof of Claim

KURTZMAN CARSON CONSULTANTS

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>ION MEDIA NETWORK, 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? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>ION MEDIA NETWORK, INC</u> Name <u>810 7TH AVE 31ST FLOOR</u> Number Street <u>NEW YORK NY 10019</u> City State ZIP Code Contact phone <u>212 603 8410</u> Contact email <u>ALICIA.S.JAREZ@IONMEDIA.COM</u>	Where should payments to the creditor be sent? (if different) <u>SAME</u> Name Number Street City State ZIP Code 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 _____ 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: 31415

7. How much is the claim? \$ 324,304.75 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.

ADVERTISING (BROADCAST)

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:

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 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: _____

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MAR 26 2018

KURTZMAN CARSON CONSULTANTS

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

3 20 2018
MM / DD / YYYY

Signature

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

Alicia C. Suarez

Name

Director of Corporate Credit & Collections

Last name

Title

Company

IRON MED, A NETWORKS INC

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

Address

810 7th Ave 31st FL

Number

Street

NY

NY

10019

City

State

ZIP Code

Contact phone

212 603 8410

Email

ALICIASUAREZ@IRONMED.COM

RECEIVED

MAR 26 2018

KURTZMAN CARSON CONSULTANTS



ION Media Networks, Inc
PO Box 930467
Atlanta, GA 31193-0467

Advertiser/T-Code **Orexigen Therapeutics, Inc. (31415)/Financ**
Agency **The Midas Exchange (11591)**
Buyer
Salesperson **LaMere, Jessica (2861)**
ph: (212) 664-4444

Invoice 1096877
Inv Date 12/31/2017
Terms Net 30
Contract 606094
Bill Type Standard
Period 11/27/2017 - 12/31/2017

The Midas Exchange
498 7th Avenue
New York, NY 10018

Cor

Special Handling None
Product Health & Beauty-Weight Loss Products/Center
Brand Contrave (77184)
Acct Types **Network/Spot Agency**
Est/Headline 14/13401
Demo P35-64
Revision
Comments

CO-OP/Order Type No/Up Front
Package
Gen. Date 1/2/2018 12:18:43PM

ION Network (ION)

OFFICIAL BILLING INVOICE

Line	Type	Scheduled	Schedule Days to Run	Air Time	Length	Program	Copy/ISCI	Amount	Remarks
9.2	Contract Line Remarks:								
9.2	SPOT	By Sell Pattern-4P-7P	Per week (4),Tu,We,Th,Fr,Sa,Su	12/27/17 5:42PM (We)	01:00	Law & Order	XORE0012000H	\$3845.00	
9.2	SPOT	By Sell Pattern-4P-7P	Per week (4),Tu,We,Th,Fr,Sa,Su	12/29/17 5:17PM (Fr)	01:00	Law & Order	XORE0012000H	\$3845.00	
9.2	SPOT	By Sell Pattern-4P-7P	Per week (4),Tu,We,Th,Fr,Sa,Su	12/30/17 4:05PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$3845.00	
9.2	SPOT	By Sell Pattern-4P-7P	Per week (4),Tu,We,Th,Fr,Sa,Su	12/30/17 6:27PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$3845.00	
17.0	SPOT	By Sell Pattern-7P-1A	Per week (2),Tu,We,Th,Fr,Sa,Su	12/26/17 12:08AM (Tu)	01:00	Criminal Minds	XORE0012000H	\$9920.00	
17.0	SPOT	By Sell Pattern-7P-1A	Per week (2),Tu,We,Th,Fr,Sa,Su	12/29/17 12:05AM (Fr)	01:00	Law & Order: SVU	XORE0012000H	\$9920.00	
18.0	SPOT	By Sell Pattern-11A-4	Per week (3),Tu,We,Th,Fr	12/26/17 2:46PM (Tu)	01:00	Criminal Minds	XORE0012000H	\$3845.00	
18.0	SPOT	By Sell Pattern-11A-4	Per week (3),Tu,We,Th,Fr	12/27/17 2:44PM (We)	01:00	Law & Order	XORE0012000H	\$3845.00	
18.0	SPOT	By Sell Pattern-11A-4	Per week (3),Tu,We,Th,Fr	12/27/17 3:28PM (We)	01:00	Law & Order	XORE0012000H	\$3845.00	
20.0	SPOT	By Sell Pattern-4P-7P	Per week (1),We,Th,Fr,Sa,Su	12/31/17 5:21PM (Su)	01:00	NCIS: LA	XORE0012000H	\$3845.00	

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.

Gross Total	\$50,600.00	Total Spots	10
Commission	(\$7,590.00)		
Net Total	\$43,010.00		



ION Media Networks, Inc
PO Box 930467
Atlanta, GA 31193-0467

Advertiser/T-Code Orexigen Therapeutics, Inc. (31415)/Financ
Agency The Midas Exchange (11591)
Buyer
Salesperson LaMere, Jessica (2861)
ph: (212) 664-4444

Invoice 1098735
Inv Date 1/28/2018
Terms Net 30
Contract 609947
Bill Type Standard
Period 1/1/2018 - 1/28/2018

The Midas Exchange
498 7th Avenue
New York, NY 10018

Cor

Special Handling None
Product Health & Beauty-Weight Loss Products/Center
Brand Contrave (77184)
Acct Types Network/Spot Agency
Est/Headline 19/13965
Demo F35-64
Revision
Comments

CO-OP/Order Type No/Up Front
Package
Gen. Date 1/29/2018 3:12:13PM

ION Network (ION)

OFFICIAL BILLING INVOICE

Line	Type	Scheduled	Schedule Days to Run	Air Time	Length	Program	Copy/ISCI	Amount	Remarks
1.1	Contract Line Remarks:								
1.1	SPOT	By Sell Pattern-7P-1A	Per week (3),Mo,Tu,We,Th,Fr,Sa,Su	01/04/18 12:23AM (Th)	01:00	Blue Bloods	XORE0012000H	\$8980.00	
1.1	SPOT	By Sell Pattern-7P-1A	Per week (3),Mo,Tu,We,Th,Fr,Sa,Su	01/05/18 11:19PM (Fr)	01:00	CSI	XORE0012000H	\$8980.00	
1.1	SPOT	By Sell Pattern-7P-1A	Per week (3),Mo,Tu,We,Th,Fr,Sa,Su	01/06/18 11:28PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$8980.00	
2.1	SPOT	By Sell Pattern-7P-1A	Per week (1),Mo,Tu,We,Th,Fr,Sa,Su	01/11/18 12:49AM (Th)	01:00	Blue Bloods	XORE0012000H	\$8980.00	
3.0	SPOT	By Sell Pattern-7P-1A	Per week (2),Mo,Tu,We,Th,Fr,Sa,Su	01/15/18 9:35PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$8980.00	
3.0	SPOT	By Sell Pattern-7P-1A	Per week (2),Mo,Tu,We,Th,Fr,Sa,Su	01/20/18 7:15PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$8980.00	
19.0	SPOT	By Sell Pattern-11A-4	Per week (1),Sa,Su	01/06/18 2:47PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$3475.00	
20.0	SPOT	By Sell Pattern-11A-4	Per week (1),Sa,Su	01/14/18 1:43PM (Su)	01:00	NCIS: LA	XORE0012000H	\$3475.00	
21.0	SPOT	By Sell Pattern-11A-4	Per week (1),Sa,Su	01/20/18 1:18PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$3475.00	
25.0	SPOT	By Sell Pattern-4P-7P	Per week (1),Mo,Tu,We,Th,Fr,Sa,Su	01/06/18 5:05PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$3475.00	
26.0	SPOT	By Sell Pattern-4P-7P	Per week (1),Mo,Tu,We,Th,Fr,Sa,Su	01/13/18 4:32PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$3475.00	
27.0	SPOT	By Sell Pattern-4P-7P	Per week (1),Mo,Tu,We,Th,Fr,Sa,Su	01/15/18 5:22PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
34.0	SPOT	By Sell Pattern-1A-2A	Per week (1),Mo,Tu,We,Th,Fr,Sa,Su	01/09/18 1:35AM (Tu)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
38.0	SPOT	By Sell Pattern-11A-4	Per week (2),Mo,Tu,We,Th,Fr	01/03/18 1:17PM (We)	01:00	Law & Order	XORE0012000H	\$3475.00	
38.0	SPOT	By Sell Pattern-11A-4	Per week (2),Mo,Tu,We,Th,Fr	01/05/18 2:49PM (Fr)	01:00	CSI	XORE0012000H	\$3475.00	
39.0	SPOT	By Sell Pattern-11A-4	Per week (1),Mo,Tu,We,Th,Fr	01/09/18 12:06PM (Tu)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
40.0	SPOT	By Sell Pattern-11A-4	Per week (2),Mo,Tu,We,Th,Fr	01/17/18 2:44PM (We)	01:00	Law & Order	XORE0012000H	\$3475.00	
40.0	SPOT	By Sell Pattern-11A-4	Per week (2),Mo,Tu,We,Th,Fr	01/18/18 11:06AM (Th)	01:00	Blue Bloods	XORE0012000H	\$3475.00	
47.0	SPOT	By Sell Pattern-9A-11	Per week (1),Mo,Tu,We,Th,Fr,Sa,Su	01/04/18 10:33AM (Th)	01:00	Blue Bloods	XORE0012000H	\$3475.00	
48.0	SPOT	By Sell Pattern-9A-11	Per week (1),Mo,Tu,We,Th,Fr,Sa,Su	01/09/18 10:48AM (Tu)	01:00	Criminal Minds-[10a/9a]	XORE0012000H	\$3475.00	
49.0	SPOT	By Sell Pattern-9A-11	Per week (1),Mo,Tu,We,Th,Fr,Sa,Su	01/15/18 10:25AM (Mo)	01:00	Criminal Minds-[10a/9a]	XORE0012000H	\$3475.00	
56.0	SPOT	By Sell Pattern-4P-7P	Per week (1),Fr,Sa,Su	01/06/18 6:29PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$3475.00	

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.

Gross Total	\$109,480.00
Commission	(\$16,422.00)
Net Total	\$93,058.00

Total Spots 22



ION Media Networks, Inc
PO Box 930467
Atlanta, GA 31193-0467

Advertiser/T-Code **Orexigen Therapeutics, Inc. (31415)/Financ**
Agency **The Midas Exchange (11591)**

Buyer
Salesperson **LaMere, Jessica (2861)**
ph: (212) 664-4444

Special Handling **None**
Product **Health & Beauty-Weight Loss Products/Center**
Brand **Contrave (77184)**
Acct Types **Network/Spot Agency**
Est/Headline **19/13965**
Demo **F35-64**
Revision
Comments

Invoice **1100255**
Inv Date **2/25/2018**
Terms **Net 30**
Contract **609947**
Bill Type **Standard**
Period **1/29/2018 - 2/25/2018**

CO-OP/Order Type **No/Up Front**
Package

Gen. Date **2/26/2018 4:22:31PM**

The Midas Exchange
498 7th Avenue
New York, NY 10018

Cor

ION Network (ION)

OFFICIAL BILLING INVOICE

Line	Type	Scheduled	Schedule Days to Run	Air Time	Length	Program	Copy/ISCI	Amount	Remarks
4.0	Contract Line Remarks:								
4.0	SPOT	By Sell Pattern-7P-1A	Per week (2), Mo, Tu, We, Th, Fr, Sa, Su	01/29/18 7:25PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$8980.00	
4.0	SPOT	By Sell Pattern-7P-1A	Per week (2), Mo, Tu, We, Th, Fr, Sa, Su	01/30/18 9:30PM (Tu)	01:00	Criminal Minds	XORE0012000H	\$8980.00	
5.0	SPOT	By Sell Pattern-7P-1A	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	02/05/18 10:36PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$8980.00	
5.0	SPOT	By Sell Pattern-7P-1A	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	02/06/18 10:06PM (Tu)	01:00	Criminal Minds	XORE0012000H	\$8980.00	
5.0	SPOT	By Sell Pattern-7P-1A	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	02/07/18 10:19PM (We)	01:00	Law & Order	XORE0012000H	\$8980.00	
6.0	SPOT	By Sell Pattern-7P-1A	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	02/12/18 7:23PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$8980.00	
6.0	SPOT	By Sell Pattern-7P-1A	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	02/13/18 10:48PM (Tu)	01:00	Criminal Minds	XORE0012000H	\$8980.00	
6.0	SPOT	By Sell Pattern-7P-1A	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	02/14/18 7:32PM (We)	01:00	Law & Order	XORE0012000H	\$8980.00	
22.0	SPOT	By Sell Pattern-11A-4	Per week (1), Sa, Su	02/10/18 1:34PM (Sa)	01:00	Law & Order: SVU	XORE0012000H	\$3475.00	
28.0	SPOT	By Sell Pattern-4P-7P	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	01/29/18 5:27PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
28.0	SPOT	By Sell Pattern-4P-7P	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	01/30/18 5:25PM (Tu)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
28.0	SPOT	By Sell Pattern-4P-7P	Per week (3), Mo, Tu, We, Th, Fr, Sa, Su	01/31/18 5:14PM (We)	01:00	Law & Order	XORE0012000H	\$3475.00	
30.0	SPOT	By Sell Pattern-4P-7P	Per week (2), Mo, Tu, We, Th, Fr, Sa, Su	02/12/18 5:23PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
30.0	SPOT	By Sell Pattern-4P-7P	Per week (2), Mo, Tu, We, Th, Fr, Sa, Su	02/15/18 4:24PM (Th)	01:00	Blue Bloods	XORE0012000H	\$3475.00	
35.0	SPOT	By Sell Pattern-1A-2A	Per week (1), Mo, Tu, We, Th, Fr, Sa, Su	01/31/18 1:36AM (We)	01:00	Law & Order	XORE0012000H	\$3475.00	
36.0	SPOT	By Sell Pattern-1A-2A	Per week (1), Mo, Tu, We, Th, Fr, Sa, Su	02/06/18 1:21AM (Tu)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
41.1	SPOT	By Sell Pattern-11A-4	Per week (3), Mo, Tu, We, Th, Fr	01/29/18 12:50PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
41.1	SPOT	By Sell Pattern-11A-4	Per week (3), Mo, Tu, We, Th, Fr	01/31/18 12:17PM (We)	01:00	Law & Order	XORE0012000H	\$3475.00	
41.1	SPOT	By Sell Pattern-11A-4	Per week (3), Mo, Tu, We, Th, Fr	02/02/18 2:34PM (Fr)	01:00	CSI	XORE0012000H	\$3475.00	
42.0	SPOT	By Sell Pattern-11A-4	Per week (1), Mo, Tu, We, Th, Fr	02/05/18 12:06PM (Mo)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
43.0	SPOT	By Sell Pattern-11A-4	Per week (2), Mo, Tu, We, Th, Fr	02/13/18 11:50AM (Tu)	01:00	Criminal Minds	XORE0012000H	\$3475.00	
43.0	SPOT	By Sell Pattern-11A-4	Per week (2), Mo, Tu, We, Th, Fr	02/16/18 2:33PM (Fr)	01:00	CSI	XORE0012000H	\$3475.00	
50.0	SPOT	By Sell Pattern-9A-11	Per week (1), Mo, Tu, We, Th, Fr, Sa, Su	01/29/18 10:08AM (Mo)	01:00	Criminal Minds-[10a/9a]	XORE0012000H	\$3475.00	
51.0	SPOT	By Sell Pattern-9A-11	Per week (1), Mo, Tu, We, Th, Fr, Sa, Su	02/05/18 10:36AM (Mo)	01:00	Criminal Minds-[10a/9a]	XORE0012000H	\$3475.00	
52.0	SPOT	By Sell Pattern-9A-11	Per week (1), Mo, Tu, We, Th, Fr, Sa, Su	02/15/18 9:55AM (Th)	01:00	Psych	XORE0012000H	\$3475.00	

We warrant that the actual broadcast information shown on this invoice was taken from the official program log.

Gross Total	\$130,915.00	Total Spots	25
Commission	(\$19,637.25)		
Net Total	\$111,277.75		

Order Placement - Detailed

Parameter Name	Parameter Value
Requested By	IONVACastellar
Stations	ION Network (ION)
	ION Life Network (LIFE)
	qubo Channel (qubo)
	Shop (Shop)
	ION National (NATL)
	Shop 12 (WPXU-LD)
	ION Plus (PLUS)
	ION West (IONw)
	RHI (RHI)
	qubo Broadcast (qubob)
	Fayetteville-62 (WFPX)
	Pittsburgh-16 (WINP)
	St. Louis-46 (WRBU)
	Columbia-47 (WZRB)
	Albany-55 (WYPX)
	Atlanta-14 (WPXA)
	Birmingham-44 (WPXH)
	Cedar Rapids-48 (KPXR)
	Chicago-38 (WCPX)
	Cleveland-23 (WVPX)
	Dallas-68 (KPD)
	Denver-59 (KPXC)
	Detroit-31 (WPXD)
	Grand Rapids-43 (WZPX)
	Greensboro-16 (WGPX)
	Hartford-26 (WHPX)
	Honolulu-66 (KPXO)
	Houston-49 (KPXB)
	Indianapolis-63 (WIPX)
	Kansas City-50 (KPXE)
	Knoxville-54 (WPXK)
	Los Angeles-30 (KPXN)

Stations

Memphis-50 (WPXX)
 Miami-35 (WPXM)
 Milwaukee-55 (WPXE-WTPX)
 Minneapolis-41 (KPXM)
 Nashville-28 (WNPX)
 New Orleans-49 (WPXL)
 New York-31 (WPXN)
 Norfolk-49 (WPXV)
 Oklahoma City-62 (KOPX)
 Orlando-56 (WOPX)
 Philadelphia-61 (WPPX)
 Phoenix-51 (KPPX)
 Portland(OR)-22 (KPXG)
 Providence-69 (WPXQ)
 Raleigh-Fayetteville-47/62 (WRPX-WFPX)
 Roanoke-38 (WPXR)
 Sacramento-29 (KSPX)
 Salt Lake City-16 (KUPX)
 San Francisco-65 (KKPX)
 Scranton-64 (WQPX)
 Seattle-33 (KWPX)
 Syracuse-56 (WSPX)
 Tampa-66 (WXPX)
 Tulsa-28 (KTPX)
 West Palm Beach-67 (WPXP)
 Washington DC-66 (WPXW-WWPX)
 Greenville-38/35 (WEPX-WPXU)
 Des Moines-39 (KFPX)
 Charleston-29 (WLPX)
 Buffalo-51 (WPXJ)
 San Antonio-26 (KPYL)
 Spokane (KGPX)
 Boston-68 (WBPX)
 Jacksonville(FL)-21 (WPXC)
 Lexington-67 (WUPX-TV)

Spot Placement Status

Revenue Option

Start Date

End Date

Filter Option

<All Spot Placement Status>

Net (Less Agency Commission)

02/27/17

03/14/17

< None >

Contract Number(s)	<All Contracts>
Agency(s)	<All Agencies>
Advertiser(s)	Orexigen Therapeutics, Inc. (31415)
Product(s)	<All Products>
Brand(s)	<All Brands>
Salesperson(s)	<All Salespersons>
Sales Office(s)	<All SalesOffices>
Account 1 Type(s)	Local
	National
	Network
Account 2 Type(s)	<All Account 2 Types>
Break Type(s)	<All Break Types>
Section Level(s)	<All Section Levels>
Billing Method	<All Billing Methods>
Advertiser Category	<All Advertiser Categories>
Advertiser Terms	<All Advertiser Terms>
Agency Commission	<All Agency Commissions>
Sales Tax	<All>
Package Plans	<All>
Participating Dealers	<All>
Level 1 Grouping	Station
Level 2 Grouping	Agency
Level 3 Grouping	Advertiser
Level 4 Grouping	Contract Number
Level 5 Grouping	Sales Person
Page Break After Group	< N / A >
Custom Column 1	Date Line Entered
Custom Column 2	<None>
Custom Column 3	<None>
Show Details	<Yes>

Order Placement - Detailed

Contract Line Station Section Times Length St Broadcast Date Line Rate

Station: ION Network (ION)

Agency: The Midas Exchange (11591)

Advertiser: Orexigen Therapeutics, Inc. (31415)

Contract Number: 596433

Sales Person: Maloney, Richard

596433	49.0	ION	3	11A-4P(Mo-Fr)	01:00	I	02/27/17 2:33:09P	1,398.25
596433	34.0	ION	3	4P-7P(Mo-Su)	01:00	I	02/27/17 6:34:33P	1,398.25
596433	8.0	ION	3	7P-1A(Mo-Su)	01:00	I	02/27/17 8:23:33P	3,616.75
596433	49.0	ION	3	11A-4P(Mo-Fr)	01:00	I	03/01/17 11:26:30A	1,398.25
596433	34.0	ION	3	4P-7P(Mo-Su)	01:00	I	03/01/17 4:41:33P	1,398.25
596433	57.0	ION	3	9A-11A(Mo-Su)	01:00	I	03/04/17 10:26:42A	1,398.25
596433	26.0	ION	3	11A-4P(Sa Su)	01:00	I	03/04/17 3:41:24P	1,398.25
596433	8.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/04/17 9:27:17P	3,616.75
596433	40.0	ION	3	1A-2A(Mo-Su)	01:00	I	03/05/17 1:13:16A	1,398.25
596433	50.0	ION	3	11A-4P(Mo-Fr)	01:00	I	03/06/17 11:11:29A	1,398.25
596433	35.0	ION	3	4P-7P(Mo-Su)	01:00	I	03/06/17 4:07:45P	1,398.25
596433	58.0	ION	3	9A-11A(Mo-Su)	01:00	I	03/06/17 9:30:34A	1,398.25
596433	9.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/06/17 9:48:57P	3,616.75
596433	9.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/07/17 10:52:29P	3,616.75
596433	35.0	ION	3	4P-7P(Mo-Su)	01:00	I	03/07/17 6:24:37P	1,398.25
596433	50.0	ION	3	11A-4P(Mo-Fr)	01:00	I	03/08/17 1:25:35P	1,398.25
596433	9.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/12/17 9:43:31P	3,616.75
596433	10.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/13/17 10:07:45P	3,616.75
Totals for: Maloney, Richard								38,479.50

Sales Person: Patton, Nicole

596433	49.0	ION	3	11A-4P(Mo-Fr)	01:00	I	02/27/17 2:33:09P	699.13
596433	34.0	ION	3	4P-7P(Mo-Su)	01:00	I	02/27/17 6:34:33P	699.13
596433	8.0	ION	3	7P-1A(Mo-Su)	01:00	I	02/27/17 8:23:33P	1,808.38
596433	49.0	ION	3	11A-4P(Mo-Fr)	01:00	I	03/01/17 11:26:30A	699.13
596433	34.0	ION	3	4P-7P(Mo-Su)	01:00	I	03/01/17 4:41:33P	699.13
596433	57.0	ION	3	9A-11A(Mo-Su)	01:00	I	03/04/17 10:26:42A	699.13
596433	26.0	ION	3	11A-4P(Sa Su)	01:00	I	03/04/17 3:41:24P	699.13
596433	8.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/04/17 9:27:17P	1,808.38
596433	50.0	ION	3	1A-2A(Mo-Su)	01:00	I	03/05/17 1:13:16A	699.13
596433	50.0	ION	3	11A-4P(Mo-Fr)	01:00	I	03/06/17 11:11:29A	699.13
596433	35.0	ION	3	4P-7P(Mo-Su)	01:00	I	03/06/17 4:07:45P	699.13
596433	58.0	ION	3	9A-11A(Mo-Su)	01:00	I	03/06/17 9:30:34A	699.13
596433	9.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/06/17 9:48:57P	1,808.38
596433	9.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/07/17 10:52:29P	1,808.38
596433	35.0	ION	3	4P-7P(Mo-Su)	01:00	I	03/07/17 6:24:37P	699.13
596433	50.0	ION	3	11A-4P(Mo-Fr)	01:00	I	03/08/17 1:25:35P	699.13
596433	9.0	ION	3	7P-1A(Mo-Su)	01:00	I	03/12/17 9:43:31P	1,808.38



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Key:

St = Status; P = Preempt; E = Exception; I = Placed - Inventory

Thursday, March 15, 2018 5:00:47 pm

Order Placement - Detailed

Contract Line Station Section Times Length St BroadcastDate Line Rate

Station: ION Network (ION)

Agency: The Midas Exchange (11591)

Advertiser: Orexigen Therapeutics, Inc. (31415)

596433 10.0 ION 3 7P-1A(Mo-Su) 01:00 I 03/13/17 10:07:45P 1,808.38

Totals for: Patton, Nicole

Sales Person: Schweitzer, Lauren

596433 49.0 ION 3 11A-4P(Mo-Fr) 01:00 I 02/27/17 2:33:09P 699.13

596433 34.0 ION 3 4P-7P(Mo-Su) 01:00 I 02/27/17 6:34:33P 699.13

596433 8.0 ION 3 7P-1A(Mo-Su) 01:00 I 02/27/17 8:23:33P 1,808.38

596433 49.0 ION 3 11A-4P(Mo-Fr) 01:00 I 03/01/17 11:26:30A 699.13

596433 34.0 ION 3 4P-7P(Mo-Su) 01:00 I 03/01/17 4:41:33P 699.13

596433 57.0 ION 3 9A-11A(Mo-Su) 01:00 I 03/04/17 10:26:42A 699.13

596433 26.0 ION 3 11A-4P(Sa Su) 01:00 I 03/04/17 3:41:24P 699.13

596433 8.0 ION 3 7P-1A(Mo-Su) 01:00 I 03/04/17 9:27:17P 1,808.38

596433 40.0 ION 3 1A-2A(Mo-Su) 01:00 I 03/05/17 1:13:16A 699.13

596433 50.0 ION 3 11A-4P(Mo-Fr) 01:00 I 03/06/17 11:11:29A 699.13

596433 35.0 ION 3 4P-7P(Mo-Su) 01:00 I 03/06/17 4:07:45P 699.13

596433 58.0 ION 3 9A-11A(Mo-Su) 01:00 I 03/06/17 9:48:57P 1,808.38

596433 9.0 ION 3 7P-1A(Mo-Su) 01:00 I 03/07/17 10:52:29P 1,808.38

596433 35.0 ION 3 4P-7P(Mo-Su) 01:00 I 03/07/17 6:24:37P 699.13

596433 50.0 ION 3 11A-4P(Mo-Fr) 01:00 I 03/08/17 1:25:35P 699.13

596433 9.0 ION 3 7P-1A(Mo-Su) 01:00 I 03/12/17 9:43:31P 1,808.38

596433 10.0 ION 3 7P-1A(Mo-Su) 01:00 I 03/13/17 10:07:45P 1,808.38

Totals for: Schweitzer, Lauren

Totals for: 596433

Contract Number: 597068

Sales Person: Maloney, Richard

597068 2.0 ION 5 7P-1A(Mo-Su) 01:00 I 03/03/17 7:45:32P 0.00

597068 5.0 ION 5 7P-1A(Mo-Su) 01:00 I 03/03/17 8:45:05P 0.00

597068 6.0 ION 5 1A-2A(Mo-Su) 01:00 I 03/04/17 1:16:58A 0.00

597068 4.0 ION 5 1A-2A(Mo-Su) 01:00 I 03/05/17 1:55:06A 0.00

Totals for: Maloney, Richard

Sales Person: Patton, Nicole

597068 2.0 ION 5 7P-1A(Mo-Su) 01:00 I 03/03/17 7:45:32P 0.00

597068 5.0 ION 5 7P-1A(Mo-Su) 01:00 I 03/03/17 8:45:05P 0.00

597068 6.0 ION 5 1A-2A(Mo-Su) 01:00 I 03/04/17 1:16:58A 0.00

597068 4.0 ION 5 1A-2A(Mo-Su) 01:00 I 03/05/17 1:55:06A 0.00

Totals for: Patton, Nicole

Sales Person: Schweitzer, Lauren

597068 2.0 ION 5 7P-1A(Mo-Su) 01:00 I 03/03/17 7:45:32P 0.00

597068 5.0 ION 5 7P-1A(Mo-Su) 01:00 I 03/03/17 8:45:05P 0.00

597068 6.0 ION 5 1A-2A(Mo-Su) 01:00 I 03/04/17 1:16:58A 0.00

597068 4.0 ION 5 1A-2A(Mo-Su) 01:00 I 03/05/17 1:55:06A 0.00



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Key: St = Status: P = Preempt, E = Exception, I = Placed - Inventory

Thursday, March 15, 2018 5:00:47 pm

Order Placement - Detailed

Contract Line Station Section Times Length St BroadcastDate Line Rate

Station: ION Network (ION)
Agency: The Midas Exchange (11591)
Advertiser: Orexigen Therapeutics, Inc. (31415)

597068	6.0	ION	5	1A-2A(Mo-Su)	01:00	I	03/04/17 1:16:58A	0.00
597068	4.0	ION	5	1A-2A(Mo-Su)	01:00	I	03/05/17 1:55:06A	0.00
Totals for: Schweitzer, Lauren								0.00
Totals for: 597068								0.00
Totals for: Orexigen Therapeutics, Inc. (31415)								76,959.00
Totals for: The Midas Exchange (11591)								76,959.00
Totals for: ION Network (ION)								76,959.00

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						</			

Grand Totals:



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Key: St = Status: P = Preempt, E = Exception, I = Placed - Inventory

Thursday, March 15, 2018 5:00:47 pm

Agency,

The Midas Exchange

Orexigen Therapeutics

Aired but not Billed Yet	Current	30 days	60 days	90 days	120 days	Total
\$76,959.00	\$111,277.75	\$93,058.00	\$43,010.00			\$324,304.75

EXHIBIT 2-G

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>Television Food Network</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?	<table border="1"><thead><tr><th>Where should notices to the creditor be sent?</th><th>Where should payments to the creditor be sent? (if different)</th></tr></thead><tbody><tr><td>See summary page</td><td></td></tr></tbody></table> Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>240-662-3998</u> Contact phone _____ Contact email <u>Leah_Montesano@discovery.com</u> Contact email _____ (see summary page for notice party information) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	See summary page	
Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)					
See summary page						
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?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>7752</u>	
7.	How much is the claim? \$ <u>702,159.50</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Media Purchases</u>		
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> 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.) </div> <div style="margin-left: 40px; margin-top: 20px;"> 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.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>		
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____		
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

\$ _____

☐ 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)?

☒ 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 06/14/2018

MM / DD / YYYY

/s/Mary L. Fullington

Signature

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

Name Mary L. Fullington

First name

Middle name

Last name

Title AttorneyCompany Wyatt, Tarrant and Combs, LLP

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

Address 250 West Main Street, Suite 1600, Lexington, KY, 40507Contact phone 859-233-2012Email mfullington@wyattfirm.com

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

Debtor: 18-10518 - Orexigen Therapeutics, Inc. District: District of Delaware		
Creditor: Television Food Network c/o Discovery, Inc., Attn: Leah Montesano One Discovery Place Silver Spring, MD, 20910 United States Phone: 240-662-3998 Phone 2: Fax: Email: Leah_Montesano@discovery.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: Television Food Network c/o Wyatt, Tarrant and Combs, LLP, Attn: Mary L. Fullington 250 West Main Street, Suite 1600 Lexington, KY, 40507 Phone: 859-233-2012 Phone 2: Fax: 859-259-0649 E-mail: mfullington@wyattfirm.com		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Media Purchases	Last 4 Digits: Yes - 7752	Uniform Claim Identifier:
Total Amount of Claim: 702,159.50	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: Mary L. Fullington on 14-Jun-2018 9:27:06 a.m. Eastern Time Title: Attorney Company: Wyatt, Tarrant and Combs, LLP		

Optional Signature Address:

Mary L. Fullington
250 West Main Street, Suite 1600

Lexington, KY, 40507

Telephone Number:

859-233-2012

Email:

mfullington@wyattfirm.com



TELEVISION FOOD NETWORK
1180 AVENUE OF THE AMERICAS
12TH FLOOR
NEW YORK, NY 10036
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: FOOD NETWORK
PO BOX 602018
CHARLOTTE, NC 28260-2018

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
548780	Rebecca Lefkowitz*		1217-5020-1	1 of 2
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		14	December 2017
Product	Order Type			Invoice Date
CONTRACE	Regular			12/31/2017

Note:

Schedule					Actual Broadcast					Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
2	12/25	12/31	9:30A - 3:00P	X X X X	Day Rotation M-F 9:30a - 3:00p	12/29	FR 1:24:38 PM	1:00	XORE0012000H	\$3,854.00		
7	12/25	12/31	6:00P - 8:00P	X X X X	Prime Access M-F 6:00p - 8:00p	12/27	WE 6:54:33 PM	1:00	XORE0012000H	\$9,386.00		
25	12/25	12/31	9:30A - 3:00P	X X X X	Day Rotation M-F 9:30a - 3:00p	12/26	TU 1:38:58 PM	1:00	XORE0012000H	\$3,334.00		
						12/27	WE 11:55:02 AM	1:00	XORE0012000H	\$3,334.00		
						12/28	TH 10:11:53 AM	1:00	XORE0012000H	\$3,334.00		
						12/29	FR 2:38:25 PM	1:00	XORE0012000H	\$3,334.00		
29	12/25	12/31	8:00P - 9:00P	X X X X X X	Prime Wheel 8pm M-Su 8:00p - 9:00p Mirrored	12/26	TU 8:20:38 PM	1:00	XORE0012000H	\$24,584.00		
30	12/25	12/31	3:00A - 4:00A	X X X X X X	Prime Wheel 8pm Mirror M-Su 3a-4a	12/26	TU 3:20:38 AM	1:00	XORE0012000H	\$0.00		
31	12/25	12/31	9:00P - 12:00A	X X X X X X	Prime Wheel 9pm M-Su 9:00p - 12:00a Mirrored	12/30	SA 11:21:28 PM	1:00	XORE0012000H	\$24,584.00		
						12/31	SU 9:50:31 PM	1:00	XORE0012000H	\$24,584.00		
32	12/25	12/31	12:00A - 3:00A	X X X X X X	Prime Wheel 9pm Mirror M-Su 12a-3a	12/30	SA 2:21:28 AM	1:00	XORE0012000H	\$0.00		
						12/31	SU 12:50:31 AM	1:00	XORE0012000H	\$0.00		
33	12/25	12/31	7:00A - 8:00P	X X	Weekend Rotation Sa-Su 7:00a - 8:00p	12/30	SA 7:29:07 AM	1:00	XORE0012000H	\$10,220.00		
						12/31	SU 8:16:24 AM	1:00	XORE0012000H	\$10,220.00		

12/6/2018 0644



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1180 AVENUE OF THE AMERICAS
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ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
548780	Rebecca Lefkowitz*		1217-5020-1	2 of 2
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		14	December 2017
Product	Order Type			Invoice Date
CONTRAVE	Regular			12/31/2017

Note:

Schedule					Actual Broadcast					Reconciliation			
L#	Start	End	Time	M T W T F S S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR

Contract Notes:

Invoice
Comment:

Gross Billings: \$120,768.00
Commission: -\$18,115.20 (15.00 %)
Net Amount Due: \$102,652.80

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0844

12.6.2018.0844

TELEVISION FOOD NETWORK
1180 AVENUE OF THE AMERICAS
12TH FLOOR
NEW YORK, NY 10036
Phone: (865) 560-4084 Fax: (865) 531-9938



ATTN ACCOUNTS PAYABLE
 MIDAS EXCHANGE, THE
 498 7TH AVENUE
 NEW YORK, NY 10018

Remit To: FOOD NETWORK
PO BOX 602018
CHARLOTTE, NC 28260-2018

Order Number	Salesperson	(* = shared)	Invoice Number	Page
562952	Rebecca Lefkowitz*		118-6128-1	1 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		19	January 2018
Product	Order Type			Invoice Date
CONTRAVE	Regular			1/28/2018

Note:

Schedule					Actual Broadcast					Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
1	1/1	1/7	9:30A - 3:00P	X X X X X	Day Rotation M-F 9:30a - 3:00p	1/3	WE 2:46:16 PM	1:00	XORE0012000H	\$3,106.00		
						1/4	TH 10:53:37 AM	1:00	XORE0012000H	\$3,106.00		
2	1/8	1/14	9:30A - 3:00P	X X X X X	Day Rotation M-F 9:30a - 3:00p	1/9	TU 11:55:02 AM	1:00	XORE0012000H	\$3,106.00		
						1/10	WE 1:53:35 PM	1:00	XORE0012000H	\$3,106.00		
3	1/15	1/21	9:30A - 3:00P	X X X X X	Day Rotation M-F 9:30a - 3:00p	1/16	TU 12:46:58 PM	1:00	XORE0012000H	\$3,106.00		
						1/18	TH 11:41:21 AM	1:00	XORE0012000H	\$3,106.00		
						1/19	FR 11:06:32 AM	1:00	XORE0012000H	\$3,106.00		
10	1/1	1/7	3:00P - 6:00P	X X X X X	In the Kitchen 2 M-F 3:00p - 6:00p	1/2	TU 4:32:34 PM	1:00	XORE0012000H	\$5,864.00		
11	1/8	1/14	3:00P - 6:00P	X X X X X	In the Kitchen 2 M-F 3:00p - 6:00p	1/9	TU 3:50:40 PM	1:00	XORE0012000H	\$5,864.00		
						1/10	WE 5:21:55 PM	1:00	XORE0012000H	\$5,864.00		
16	1/8	1/14	6:00P - 8:00P	X X X X X	Prime Access M-F 6:00p - 8:00p	1/9	TU 6:50:47 PM	1:00	XORE0012000H	\$8,632.00		
19	1/1	1/7	1:00P - 8:00P	X X	Weekend Rotation Sa-Su 1:00p - 8:00p	1/6	SA 3:28:45 PM	1:00	XORE0012000H	\$9,196.00		
20	1/8	1/14	1:00P - 8:00P	X X	Weekend Rotation Sa-Su 1:00p - 8:00p	1/13	SA 3:21:03 PM	1:00	XORE0012000H	\$9,196.00		
26	1/1	1/7	7:00A - 8:00P	X X	Weekend Rotation Sa-Su 7:00a - 8:00p	1/7	SU 8:25:04 AM	1:00	XORE0012000H	\$8,750.00		
34	1/1	1/7	9:00P - 12:00A	X X X X X	Prime Wheel 9pm M-Su 9:00p - 12:00a Mirrored							



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NEW YORK, NY 10036
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CHARLOTTE, NC 28260-2018

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(*shared)	Invoice Number	Page
562952	Rebecca Lefkowitz*		118-6128-1	2 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		19	January 2018
Product	Order Type			Invoice Date
CONTRAVE	Regular			1/28/2018

Note:

Schedule						Actual Broadcast					Reconciliation								
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
35	1/8	1/14	9:00P - 12:00A	X	X	X	X	X	X	X	Prime Wheel 9pm 12:00a Mirrored	1/1	MO	11:47:46 PM	1:00	XORE0012000H	\$21,188.00		
												1/10	WE	9:44:58 PM	1:00	XORE0012000H	\$21,188.00		
												1/11	TH	11:08:15 PM	1:00	XORE0012000H	\$21,188.00		
36	1/15	1/21	9:00P - 12:00A	X	X	X	X	X	X	X	Prime Wheel 9pm 12:00a Mirrored	1/16	TU	11:33:52 PM	1:00	XORE0012000H	\$21,188.00		
												1/21	SU	10:47:14 PM	1:00	XORE0012000H	\$21,188.00		
43	1/1	1/7	8:00P - 9:00P	X	X	X	X	X	X	X	Prime Wheel 8pm 9:00p Mirrored	1/6	SA	8:28:43 PM	1:00	XORE0012000H	\$21,188.00		
45	1/15	1/21	8:00P - 9:00P	X	X	X	X	X	X	X	Prime Wheel 8pm 9:00p Mirrored	1/18	TH	8:49:25 PM	1:00	XORE0012000H	\$21,188.00		
52	1/1	1/7	12:00A - 3:00A	X	X	X	X	X	X	X	Prime Wheel 9pm 12a-3a	1/1	MO	2:47:46 AM	1:00	XORE0012000H	\$0.00		
53	1/8	1/14	12:00A - 3:00A	X	X	X	X	X	X	X	Prime Wheel 9pm 12a-3a	1/10	WE	12:44:58 AM	1:00	XORE0012000H	\$0.00		
												1/11	TH	2:08:15 AM	1:00	XORE0012000H	\$0.00		
54	1/15	1/21	12:00A - 3:00A	X	X	X	X	X	X	X	Prime Wheel 9pm 12a-3a	1/16	TU	2:33:52 AM	1:00	XORE0012000H	\$0.00		
												1/21	SU	1:47:14 AM	1:00	XORE0012000H	\$0.00		
61	1/1	1/7	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Wheel 8pm 4a	1/6	SA	3:28:43 AM	1:00	XORE0012000H	\$0.00		
63	1/15	1/21	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Wheel 8pm 4a	1/18	TH	3:49:25 AM	1:00	XORE0012000H	\$0.00		

12.6.2018.0844



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1180 AVENUE OF THE AMERICAS
12TH FLOOR
NEW YORK, NY 10036
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: FOOD NETWORK
PO BOX 602018
CHARLOTTE, NC 28260-2018

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
562952	Rebecca Lefkowitz*		118-6128-1	3 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		19	January 2018
Product	Order Type			Invoice Date
CONTRAVE	Regular			1/28/2018

Note:

Schedule					Actual Broadcast					Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
94	1/15	1/21	6:00P - 8:00P	X X X X X X	Prime Access M-F 6:00p - 8:00p	1/16	TU 7:41:19 PM	1:00	XORE0012000H	\$8,632.00		

Contract Notes:

Invoice
Comment:

Gross Billings: \$232,056.00
Commission: -\$34,808.40 (15.00 %)
Net Amount Due: \$197,247.60

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0844



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1180 AVENUE OF THE AMERICAS
12TH FLOOR
NEW YORK, NY 10036
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: FOOD NETWORK
PO BOX 602018
CHARLOTTE, NC 28260-2018

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* = Shared)	Invoice Number	Page
578348	Rebecca Lefkowitz*		218-5222-1	1 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752		19	February 2018
Product	Order Type			Invoice Date
CON/ADF	Regular			2/25/2018

Note:

Schedule						Actual Broadcast				Reconciliation									
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
5	2/5	2/11	9:00P - 12:00A	X	X	X	X	X	X	X	Prime Wheel 9pm 12:00a Mirrored	M-Su 9:00p - 12:00a Mirrored	2/5	MO	11:38:45 PM	1:00	XORE0012000H	\$21,188.00	
6	2/12	2/18	9:00P - 12:00A	X	X	X	X	X	X	X	Prime Wheel 9pm 12:00a Mirrored	M-Su 9:00p - 12:00a Mirrored	2/16	FR	10:36:34 PM	1:00	XORE0012000H	\$21,188.00	
16	2/5	2/11	12:00A - 3:00A	X	X	X	X	X	X	X	Prime Wheel 9pm Mirror M-Su 12a-3a	Prime Wheel 9pm Mirror M-Su 12a-3a	2/5	MO	2:38:45 AM	1:00	XORE0012000H	\$0.00	
17	2/12	2/18	12:00A - 3:00A	X	X	X	X	X	X	X	Prime Wheel 9pm Mirror M-Su 12a-3a	Prime Wheel 9pm Mirror M-Su 12a-3a	2/16	FR	1:36:34 AM	1:00	XORE0012000H	\$0.00	
25	1/29	2/4	7:00A - 8:00P						X	X	Weekend Rotation 8:00p	Sa-Su 7:00a - 8:00p	2/4	SU	7:54:55 AM	1:00	XORE0012000H	\$8,750.00	
26	2/5	2/11	7:00A - 8:00P						X	X	Weekend Rotation 8:00p	Sa-Su 7:00a - 8:00p	2/10	SA	7:09:10 AM	1:00	XORE0012000H	\$8,750.00	
27	2/12	2/18	7:00A - 8:00P						X	X	Weekend Rotation 8:00p	Sa-Su 7:00a - 8:00p	2/17	SA	12:52:37 PM	1:00	XORE0012000H	\$8,750.00	
												2/18	SU	5:17:28 PM	1:00	XORE0012000H	\$8,750.00		
37	1/29	2/4	8:00P - 9:00P	X	X	X	X	X	X	X	Prime Wheel 8pm 9:00p Mirrored	M-Su 8:00p - 9:00p Mirrored	2/1	TH	8:32:19 PM	1:00	XORE0012000H	\$21,188.00	
												2/2	FR	8:37:05 PM	1:00	XORE0012000H	\$21,188.00		
												2/3	SA	8:15:27 PM	1:00	XORE0012000H	\$21,188.00		
38	2/5	2/11	8:00P - 9:00P	X	X	X	X	X	X	X	Prime Wheel 8pm 9:00p Mirrored	M-Su 8:00p - 9:00p Mirrored	2/9	FR	8:40:38 PM	1:00	XORE0012000H	\$21,188.00	
												2/10	SA	8:40:54 PM	1:00	XORE0012000H	\$21,188.00		
39	2/12	2/18	8:00P - 9:00P	X	X	X	X	X	X	X	Prime Wheel 8pm M-Su 8:00p - 9:00p Mirrored	Prime Wheel 8pm M-Su 8:00p - 9:00p Mirrored							

12.6.2018.0844



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Remit To: FOOD NETWORK
PO BOX 602018
CHARLOTTE, NC 28260-2018

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* = shared)	Invoice Number	Page
578348	Rebecca Lefkowitz*		218-5222-1	2 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752	National	19	February 2018
Product	Order Type			Invoice Date
CON/ADF	Regular			2/25/2018

Note:

Schedule						Actual Broadcast					Reconciliation								
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
9:00p Mirrored																			
49	1/29	2/4	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Wheel 8pm Mirror M-Su 3a-4a	2/16	FR	8:07:48 PM	1:00	XORE0012000H	\$21,188.00		
												2/17	SA	8:27:26 PM	1:00	XORE0012000H	\$21,188.00		
												2/1	TH	3:32:34 AM	1:00	XORE0012000H	\$0.00		
												2/2	FR	3:37:05 AM	1:00	XORE0012000H	\$0.00		
												2/3	SA	3:15:27 AM	1:00	XORE0012000H	\$0.00		
50	2/5	2/11	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Wheel 8pm Mirror M-Su 3a-4a	2/9	FR	3:40:33 AM	1:00	XORE0012000H	\$0.00		
												2/10	SA	3:40:54 AM	1:00	XORE0012000H	\$0.00		
51	2/12	2/18	3:00A - 4:00A	X	X	X	X	X	X	X	Prime Wheel 8pm Mirror M-Su 3a-4a	2/16	FR	3:07:48 AM	1:00	XORE0012000H	\$0.00		
												2/17	SA	3:27:26 AM	1:00	XORE0012000H	\$0.00		
61	1/29	2/4	9:30A - 3:00P	X	X	X	X	X	X	X	Day Rotation M-F 9:30a - 3:00p	1/29	MO	2:52:30 PM	1:00	XORE0012000H	\$3,106.00		
												2/1	TH	2:47:03 PM	1:00	XORE0012000H	\$3,106.00		
62	2/5	2/11	9:30A - 3:00P	X	X	X	X	X	X	X	Day Rotation M-F 9:30a - 3:00p	2/6	TU	11:54:02 AM	1:00	XORE0012000H	\$3,106.00		
												2/7	WE	10:15:50 AM	1:00	XORE0012000H	\$3,106.00		
												2/9	FR	9:44:20 AM	1:00	XORE0012000H	\$3,106.00		
63	2/12	2/18	9:30A - 3:00P	X	X	X	X	X	X	X	Day Rotation M-F 9:30a - 3:00p	2/16	FR	11:21:22 AM	1:00	XORE0012000H	\$3,106.00		
73	1/29	2/4	1:00P - 8:00P								Weekend Rotation Sa-Su 1:00p - 8:00p	2/3	SA	4:38:37 PM	1:00	XORE0012000H	\$9,196.00		
												2/4	SU	2:40:21 PM	1:00	XORE0012000H	\$9,196.00		
74	2/5	2/11	1:00P - 8:00P								Weekend Rotation Sa-Su 1:00p - 8:00p								

12.6.2018.0844



TELEVISION FOOD NETWORK
1180 AVENUE OF THE AMERICAS
12TH FLOOR
NEW YORK, NY 10036
Phone: (865) 560-4084 Fax: (865) 531-9938

Remit To: FOOD NETWORK
PO BOX 602018
CHARLOTTE, NC 28260-2018

ATTN ACCOUNTS PAYABLE
MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
578348	Rebecca Lefkowitz*		218-5222-1	3 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	.7752	National	19	February 2018
Product	Order Type			Invoice Date
CON/ADF	Regular			2/25/2018

Note:

Schedule					Actual Broadcast					Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
					8:00p							
75	2/12	2/18	1:00P - 8:00P	X X	Weekend Rotation Sa-Su 1:00p - 8:00p	2/11	SU 2:18:00 PM	1:00	XORE0012000H	\$9,196.00		
						2/18	SU 3:30:05 PM	1:00	XORE0012000H	\$9,196.00		

Contract Notes:

Invoice Comment:

Gross Billings: \$281,112.00
Commission: -\$42,166.80 (15.00 %)
Net Amount Due: \$238,945.20

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12 6 2018 0844



TELEVISION FOOD NETWORK
1180 AVENUE OF THE AMERICAS
12TH FLOOR
NEW YORK, NY 10036
Phone: (865) 560-4084 Fax: (865) 531-9938

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MIDAS EXCHANGE, THE
498 7TH AVENUE
NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
578348	Rebecca Lefkowitz*		318-1842-2	1 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752	National	19	March 2018
Product	Order Type		Original Date	Invoice Date
COM/ADF	Regular		4/1/2018	6/6/2018

Note:

Schedule						Actual Broadcast				Reconciliation		
L#	Start	End	Time	M T W T F S S	Program	Date	Day Time	Len	Copy#	Cost	Remarks	DB/CR
7	2/26	3/4	9:00P - 12:00A	X X X X X X X	Prime Wheel 9pm M-Su 9:00p - 12:00a Mirrored	2/28	WE 11:21:10 PM	1:00	XORE0012000H	\$21,188.00		
						3/2	FR 9:22:17 PM	1:00	XORE0012000H	\$21,188.00		
8	3/5	3/11	9:00P - 12:00A	X X X X X X X	Prime Wheel 9pm M-Su 9:00p - 12:00a Mirrored	3/5	MO 10:38:53 PM	1:00	XORE0012000H	\$21,188.00		
						3/6	TU 9:33:18 PM	1:00	XORE0012000H	\$21,188.00		
18	2/26	3/4	12:00A - 3:00A	X X X X X X X	Prime Wheel 9pm Mirror M-Su 12a-3a	2/28	WE 2:21:10 AM	1:00	XORE0012000H	\$0.00		
						3/2	FR 12:22:17 AM	1:00	XORE0012000H	\$0.00		
19	3/5	3/11	12:00A - 3:00A	X X X X X X X	Prime Wheel 9pm Mirror M-Su 12a-3a	3/5	MO 1:38:53 AM	1:00	XORE0012000H	\$0.00		
						3/6	TU 12:33:18 AM	1:00	XORE0012000H	\$0.00		
29	2/26	3/4	7:00A - 8:00P	X X	Weekend Rotation Sa-Su 7:00a - 8:00p	3/4	SU 11:47:17 AM	1:00	XORE0012000H	\$8,750.00		
30	3/5	3/11	7:00A - 8:00P	X X	Weekend Rotation Sa-Su 7:00a - 8:00p	3/11	SU 7:45:58 AM	1:00	XORE0012000H	\$8,750.00		
41	2/26	3/4	8:00P - 9:00P	X X X X X X X	Prime Wheel 8pm M-Su 8:00p - 9:00p Mirrored	3/2	FR 8:21:41 PM	1:00	XORE0012000H	\$21,188.00		
42	3/5	3/11	8:00P - 9:00P	X X X X X X X	Prime Wheel 8pm M-Su 8:00p - 9:00p Mirrored	3/7	WE 8:41:31 PM	1:00	XORE0012000H	\$21,188.00		
53	2/26	3/4	3:00A - 4:00A	X X X X X X X	Prime Wheel 8pm Mirror M-Su 3a-4a	3/2	FR 3:21:41 AM	1:00	XORE0012000H	\$0.00		
54	3/5	3/11	3:00A - 4:00A	X X X X X X X	Prime Wheel 8pm Mirror M-Su 3a-							

12.6.2018.0844



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NEW YORK, NY 10018

Order Number	Salesperson	(* =shared)	Invoice Number	Page
578348	Rebecca Lefkowitz*		318-1842-2	2 of 3
Advertiser	Order Class		Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752	National	19	March 2018
Product	Order Type		Original Date	Invoice Date
CON/ADF	Regular		4/1/2018	6/6/2018

Note:

Schedule						Actual Broadcast					Reconciliation								
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR
											4a								
65	2/26	3/4	9:30A - 3:00P	X	X	X	X	X			Day Rotation	M-F 9:30a - 3:00p	3/7	WE	3:41:31 AM	1:00	XORE0012000H	\$0.00	
66	3/5	3/11	9:30A - 3:00P	X	X	X	X	X			Day Rotation	M-F 9:30a - 3:00p	3/2	FR	11:09:57 AM	1:00	XORE0012000H	\$3,106.00	
77	2/26	3/4	1:00P - 8:00P						X	X	Weekend Rotation	Sa-Su 1:00p - 8:00p	3/7	WE	10:16:14 AM	1:00	XORE0012000H	\$3,106.00	
													3/9	FR	9:45:31 AM	1:00	XORE0012000H	\$3,106.00	
													3/4	SU	3:22:34 PM	1:00	XORE0012000H	\$9,196.00	
82	3/5	3/11	3:00P - 6:00P	X	X	X	X	X			In the Kitchen 2	M-F 3:00p - 6:00p	3/7	WE	3:53:06 PM	1:00	XORE0012000H	\$5,864.00	
83	3/12	3/18	3:00P - 6:00P	X	X	X	X	X			In the Kitchen 2	M-F 3:00p - 6:00p	3/12	MO	5:43:57 PM	1:00	XORE0012000H	\$5,864.00	
91	3/5	3/11	6:00P - 8:00P	X	X	X	X	X			Prime Access	M-F 6:00p - 8:00p	3/8	TH	7:32:46 PM	1:00	XORE0012000H	\$8,632.00	
92	3/12	3/18	6:00P - 8:00P	X	X	X	X	X			Prime Access	M-F 6:00p - 8:00p	3/12	MO	6:40:21 PM	1:00	XORE0012000H	\$8,632.00	

12.6.2018.0844



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Advertiser	Order Class	Estimate Code	Broadcast Month
OREXIGEN THERAPEUTICS, INC	7752 National	19	March 2018
Product	Order Type	Original Date	Invoice Date
CON/ADF	Regular	4/1/2018	6/6/2018

Note:

Schedule				Actual Broadcast					Reconciliation										
L#	Start	End	Time	M	T	W	T	F	S	S	Program	Date	Day	Time	Len	Copy#	Cost	Remarks	DB/CR

*** THIS SPACE INTENTIONALLY LEFT BLANK ***

Contract Notes:

Invoice
Comment:

Gross Billings: \$192,134.00
Commission: -\$28,820.10 (15.00 %)
Net Amount Due: \$163,313.90

Terms: NET 30 DAYS

We warrant that the actual broadcast information shown on this invoice was taken from the program log and will be available, on request, for inspection by Advertiser or Agency for at least 12 months.

Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally shall remain obligated to pay to Network the amount of any bills rendered by Network within the time specified, and until payment in full is received by Network. Payment by Advertiser to Agency or to Service shall not constitute payment to this Network.

12.6.2018.0844

EXHIBIT 2-H

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>Turner Broadcasting Sales, 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?	<table border="1"><thead><tr><th>Where should notices to the creditor be sent?</th><th>Where should payments to the creditor be sent? (if different)</th></tr></thead><tbody><tr><td>Turner Broadcasting Sales, Inc. c/o Tiffany Strelow Cobb Vorys, Sater, Seymour and Pease LLP 52 East Gay Street Columbus, Ohio 43215, USA Contact phone <u>614-464-8322</u> Contact email <u>tscobb@vorys.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</td><td> Contact phone _____ Contact email _____</td></tr></tbody></table>		Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	Turner Broadcasting Sales, Inc. c/o Tiffany Strelow Cobb Vorys, Sater, Seymour and Pease LLP 52 East Gay Street Columbus, Ohio 43215, USA Contact phone <u>614-464-8322</u> Contact email <u>tscobb@vorys.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	 Contact phone _____ Contact email _____
Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)					
Turner Broadcasting Sales, Inc. c/o Tiffany Strelow Cobb Vorys, Sater, Seymour and Pease LLP 52 East Gay Street Columbus, Ohio 43215, USA Contact phone <u>614-464-8322</u> Contact email <u>tscobb@vorys.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	 Contact phone _____ Contact email _____					
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____	
7.	How much is the claim? \$ 464,271.74	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> 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. <u>See attached.</u>		
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> 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.) </div> <div style="margin-left: 40px; margin-top: 20px;"> 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.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>		
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____		
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

\$ _____

☐ 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)?

☒ 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 06/14/2018

MM / DD / YYYY

/s/Tiffany Strelow Cobb

Signature

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

Name Tiffany Strelow Cobb

First name

Middle name

Last name

Title One of its attorneysCompany Vorys, Sater, Seymour and Pease LLP

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

Address _____

Contact phone _____

Email _____



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

Debtor: 18-10518 - Orexigen Therapeutics, Inc. District: District of Delaware		
Creditor: Turner Broadcasting Sales, Inc. c/o Tiffany Strelow Cobb Vorys, Sater, Seymour and Pease LLP 52 East Gay Street Columbus, Ohio, 43215 USA Phone: 614-464-8322 Phone 2: Fax: Email: tscobb@vorys.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: See attached.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 464,271.74	Includes Interest or Charges: Yes	
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: Tiffany Strelow Cobb on 14-Jun-2018 3:30:30 p.m. Eastern Time Title: One of its attorneys Company: Vorys, Sater, Seymour and Pease LLP		

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: Identify the Claim

1. Who is the current creditor?	<u>Turner Broadcasting Sales, 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? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>c/o Tiffany S. Cobb; Vorys, Sater, Seymour and Pease LLP</u> Name <u>52 East Gay Street</u> Number Street <u>Columbus OH 43215</u> City State ZIP Code <u>USA</u> Country Contact phone <u>(614) 464-8322</u> Contact email <u>tscobb@vorys.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): Se _____ Or _____	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Country _____ Contact phone _____ Contact email _____
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 <u>MM / DD / YYYY</u>	
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7. How much is the claim? \$ 464,271.74	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> 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. <u>See attached.</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> 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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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

☐ 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.

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

6/14/18
MM / DD / YYYY



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

Name

Tiffany Strelow Cobb

First name

Middle name

Last name

Title

One of its attorneys

Company

Vorys, Sater, Seymour and Pease LLP

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

Address

52 East Gay Street

Number

Street

Columbus, OH 43215

City

State

ZIP Code

Country

Contact phone

(614) 464-8322

Email

tscobb@vorys.com

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

In re:

Orexigen Therapeutics, Inc.,

Debtor.

Chapter 11

Case No. 18-10518 (KG)

**PROOF OF CLAIM AND REQUEST FOR PAYMENT
OF TURNER BROADCASTING SALES, INC.**

1. Turner Broadcasting Sales, Inc. ("Claimant") is a creditor in the bankruptcy case of Orexigen Therapeutics, Inc., Case No. 18-10518 ("Debtor"), and by and through its attorneys, hereby and with the accompanying official bankruptcy form sets forth its proof of claim (the "Proof of Claim").

2. Debtor is indebted and liable to the Claimant for the outstanding amounts due under the applicable agreement(s) between Claimant and Debtor (the "Agreement") for advertising on CNN (the "Services").

3. Without limiting the generality of the foregoing claims and requests for payment, Claimant asserts a claim for unpaid, pre-petition amounts due under the Agreement in the amount of at least \$464,271.74.

4. A statement of account is attached hereto as Exhibit A. Included in this statement are the invoice amounts and the applicable pre-petition interest. Per O.C.G.A. Section 7-14-16 and/or in accordance with the Agreement, interest was calculated using the rate of 1 ½ % per month (or 18% per annum).

5. The Agreement contains proprietary and confidential information. Claimant believes that Debtor is in possession of the Agreement and will also make such documents

available to Debtor upon written request sent to Turner Broadcasting Sales, Inc. c/o Tiffany Strelow Cobb, Vorys, Sater, Seymour and Pease LLP, 52 East Gay Street, Columbus, Ohio 43215. If copies of the Agreement are required to be filed with the Court or requested by any other party in interest, Claimant reserves all rights, including, without limitation, the right to file the Agreement under seal and/or to seek to protect such information as confidential pursuant to section 107 of the Bankruptcy Code or otherwise applicable law.

6. Claimant expressly reserves all rights, claims, remedies and defenses against the Debtor and/or any other party in interest, whether at law or in equity, including, without limitation, the right to amend, modify, and/or supplement this Proof of Claim at any time for whatever reason, including, without limitation, for the purpose of filing additional claims and requests for payment, and/or to specify the amount of any contingent, unmatured, and/or unliquidated claims as they become non-contingent, matured and/or liquidated, as well as the right to request payment of any administrative expenses pursuant to Section 503(b) of title 11 of the United States Code (the "Bankruptcy Code"), and nothing contained in this Proof of Claim shall be deemed a waiver, release, abridgment, alteration, modification, reduction or termination of any such rights, claims, remedies or defenses, whether at law or in equity, that Claimant may have.

7. To the extent that any of the claims set forth herein, in whole or in part, or any component thereof, arise or relate in any manner to the period on or after the date of the Debtor's bankruptcy petition, Claimant asserts that such claims (or portion thereof) are entitled to priority pursuant to Sections 503 and 507 of the Bankruptcy Code, and reserves any applicable rights in connection with the same.

8. Claimant reserves the right to assert any applicable rights of setoff and/or recoupment (the "Setoff Rights"), which rights are treated as secured claims under the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code").

9. To date, no judgment has been rendered on the claims.

10. By virtue of filing the Proof of Claim, Claimant does not, and the Proof of Claim shall not be deemed to, consent to the jurisdiction of this Court to hear any proceeding, motion or other matter related to the Proof of Claim or any other rights of Claimant apart from the Proof of Claim.

Exhibit A
Statement of Account

Turner Broadcasting Sales, Inc.
Orexigen Therapeutics, Inc.
Statement of Account

As of
March 12, 2018

Invoice Date	Petition Date	Interest Days	Interest Rate	Advertiser	Network	Invoice Number	Net Due	Daily Interest	Total Due
12/31/2017	3/12/2018	71	18%	The Midas Exchange	CNN	2417834	\$ 63,799.30	\$ 31.46	\$ 66,033.15
1/28/2018	3/12/2018	43	18%	The Midas Exchange	CNN	2425039	\$ 124,844.60	\$ 61.57	\$ 127,491.99
2/25/2018	3/12/2018	0	18%	The Midas Exchange	CNN	2432151	\$ 136,370.60	\$ -	\$ 136,370.60
4/1/2018	3/12/2018	0	18%	The Midas Exchange	CNN	2439945	\$ 134,376.00	\$ -	\$ 134,376.00
Totals:							\$ 459,390.50	\$	464,271.74

*The Net Due to Claimant under Invoice Number 2439945 is \$180,057.20. Of this amount, \$134,376.00 is attributable to pre-Petition Date advertising. The remaining amount of \$45,681.20 is attributable to post-Petition Date advertising and is thus an administrative claim.

EXHIBIT 3
Proposed Order

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

In re

OREXIGEN THERAPEUTICS, INC.,

Debtor.

Chapter 11

Case No. 18-10518(KG)

**ORDER SUSTAINING FIRST OMNIBUS (SUBSTANTIVE) OBJECTION OF
YOUNG & RUBICAM LLC AND VML, LLC TO CLAIM NUMBERS 4, 22, 129, 130,
132, 137, 149 AND 154 FILED BY THE SUBJECT MEDIA VENDORS**

Upon the objection (the “Objection”) of Young & Rubicam LLC and VML, LLC (collectively, “Claimants”), for entry of an order disallowing Claim Numbers 4, 22, 129, 130, 132, 137, 149 and 154 filed by the Subject Media Vendors,¹ all as set forth in the Objection and the Declaration of Alexander Shatz in support of the Objection; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that Claimants provided due and adequate notice of the Objection; and the Court having determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Objection is sustained.
2. Pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3001, 3003 and 3007, and Local Rule 3007-1, Claim Numbers 4, 22, 129, 130, 132, 137, 149 and 154, identified on Exhibit 1 hereto, are hereby disallowed in their entirety and expunged.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Objection.

3. The Claims Agent is authorized to modify the Claims Register to comport with the entry of this Order.

4. Claimants may amend, modify or supplement the Objection, and may file additional substantive and non-substantive objections to claims filed in this chapter 11 case.

5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. The Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Dated: _____, 2019
Wilmington, Delaware

THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1
Disallowed Claims

Name of Claimant	Claim Number	Claim Amount
American Broadcasting Company, Inc.	22	\$2,022,575.00
DIY Network	130	\$103,887.00
Fox News Network, LLC	149	\$9,129.00
Fox News Network, LLC	154	\$354,837.60
Home and Garden Television	132	\$389,371.40
Ion Media Networks, Inc.	4	\$324,304.75
Television Food Network	129	\$702,159.50
Turner Broadcasting Sales, Inc.	137	\$464,271.74

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

In re

OREXIGEN THERAPEUTICS, INC.,

Debtor.

Chapter 11

Case No. 18-10518(KG)

**DECLARATION OF ALEXANDER SHATZ IN SUPPORT OF THE FIRST
OMNIBUS (SUBSTANTIVE) OBJECTION OF YOUNG & RUBICAM LLC AND
VML, LLC TO CLAIM NUMBERS 4, 22, 129, 130, 132, 137, 149 AND 154**

I, ALEXANDER SHATZ, declare as follows:

1. I make this declaration (this “Declaration”) in support of the *First Omnibus (Substantive) Objection of Young & Rubicam LLC and VML, LLC to Claim Numbers 4, 22, 129, 130, 132, 137, 149 and 154* (the “Objection”).

2. I am Associate Finance Director of Young & Rubicam LLC, d/b/a VMLY&R. I make this Declaration upon the basis of personal knowledge or knowledge of persons under my supervision and a review, by me and others working with me and under my supervision, of (i) the proofs of claim identified in Exhibit 1 to the Objection and (ii) the proofs of claim filed by Young & Rubicam LLC (“Y&R”) and VML, LLC (“VML,” together with Y&R, “Claimants”) in the above-captioned chapter 11 bankruptcy case.

3. Pursuant to that certain Consulting Agreement, effective as of December 13, 2015, between Y&R and Debtor¹ (as amended, the “Consulting Agreement”), and that certain Master Services Agreement, effective as of January 1, 2018, between VML and Debtor (the “MSA,” and together with the Consulting Agreement, the “Master Agreements”), Claimants served as Debtor’s advertising agencies both before and during Debtor’s bankruptcy case. True

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Objection.

and correct copies of the Consulting Agreement, an amendment to the Consulting Agreement and the MSA are attached hereto as **Exhibits A, B and C**, respectively. As Debtor's advertising agencies, Claimants provided a host of advertising services, including strategic media planning, public relations services and advertising production.

4. In connection with its execution of media plans, Claimants, each as agent, purchased media time on Debtor's behalf from the Subject Media Vendors, as well as from other media outlets. Each Subject Media Vendor is a network or cable television provider that offers television media time ("TV Media"). During the relevant period, Claimants utilized their affiliate, Midas Exchange, Inc. ("Midas"), to make TV Media purchases, as principal.

5. All aspects of each TV Media purchase were handled solely by Claimants and Midas, including the negotiation of pricing terms and the timing and placement of Debtor's advertising. It is my understanding that Debtor, in contrast, had no involvement in such purchases, other than being identified as the advertiser on whose behalf media was being purchased and preapproving any media purchases negotiated by Midas. It is my further understanding that all of Debtor's communications regarding media buys were solely with Claimants.

6. Over the course of multiple years, including during Debtor's bankruptcy case, Claimants (through Midas), each as agent, purchased tens of millions of dollars in TV Media on Debtor's behalf from the Subject Media Vendors and other providers of TV Media (collectively with the Subject Media Vendors, the "TV Media Vendors"). Pursuant to the Master Agreements, Debtor was required to remit payment to Claimants for TV Media procured on Debtor's behalf:

It is understood that a basic principle of [Debtor]/[Claimants] relationship is that [Debtor's] funds are to be in [Claimants'] hands

in time for [Claimants] to meet the payment dates of media vendors and suppliers. Notwithstanding any of the foregoing, [Claimants] will invoice [Debtor] in advance and on estimate for all media to be purchased by [Claimants] for [Debtor's] account. [Claimants] will reconcile the actual media spending against the estimated payments made by [Debtor] and periodically debit or credit [Debtor's] account the difference

Ex. B (Amendment to Consulting Agreement) Sch. B § 1.b.

7. Consistent with this arrangement, in every instance, the monthly billing and payment for TV Media occurred as follows: (1) Claimants would issue Debtor a consolidated invoice for TV Media scheduled to air during the month, plus fees, commissions and other third-party costs; (2) after the TV Media ran, the TV Media Vendors would invoice Midas directly; (3) upon receipt, Midas would confirm that the media ran as scheduled, verify the accuracy of the invoices and then issue Claimants a credit or debit invoice to the extent TV Media did not run as scheduled; (4) Claimants would then issue Debtor an adjusted consolidated invoice, if necessary; (5) Debtor would then pay Claimants; and (6) Claimants would then remit payment to Midas, which would in turn make payment to the TV Media Vendors. It is my understanding that, for each purchase, Debtor never received an invoice from the TV Media Vendors.

8. This method of payment remained in place during the course of Debtor's bankruptcy case. Specifically, prior to the sale of Debtor's assets, Y&R, as agent and through Midas, purchased nearly \$4.5 million in TV Media on Debtor's behalf from various TV Media Vendors, \$1.65 million of which was purchased from the Subject Media Providers. In each case, Debtor paid Y&R for the media time, Y&R paid Midas and then Midas made payment to the TV Media Vendors. It is my understanding that, as was the case prepetition, Debtor never received an invoice from any of the TV Media Vendors for postpetition TV Media purchases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: May 30, 2019

/s/ Alexander Shatz
Alexander Shatz
Associate Finance Director,
Young & Rubicam LLC, d/b/a VMLY&R

EXHIBIT A
Consulting Agreement

OREXIGEN THERAPEUTICS, INC.
CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “*Agreement*”) is effective as of December 13, 2015 (the “*Effective Date*”), by and between OREXIGEN THERAPEUTICS, INC., a Delaware corporation, with its principal place of business located at 3344 North Torrey Pines Court, Suite 200, La Jolla, CA 92037 (the “*Company*”), and YOUNG & RUBICAM INC., a Delaware corporation, having a place of business located at 3 Columbus Circle, New York, New York 10019, (the “*Consultant*”).

1. SERVICES.

a. The Company retains the Consultant and the Consultant agrees to render the consulting services (“*Services*”) as described in one or more statements of work executed by the parties (“*Statement of Work*” or “*SOW*”).

b. Each Statement of Work shall be sequentially numbered, reference this Agreement, deemed to incorporate the terms and conditions of this Agreement, and contain enough detail to allow the Company to approve Consultant’s invoice for payment including, for example, the following: (1) a description of the Services; (2) a description of Deliverables as defined in Section 7.a; (3) any timelines or milestones associated with such Deliverables; (4) whether third parties will be used to perform the Services; (5) whether any special terms and conditions apply to the Services; (6) a description of the fees and expenses associated with the Services, payment schedule, currency, and special payment terms; and (7) Authorized Representatives for each party.

c. Consultant will not perform any Services for the Company except as authorized or requested by the Company. The Consultant agrees to complete the Services in material compliance with specifications in the applicable SOW and in accordance with generally accepted professional standards prevailing at the time the Services are performed.

d. Prior to the Effective Date, the Consultant shall provide a curriculum vitae for each individual employee who will perform Services under this Agreement, and thereafter upon the Company’s request shall provide a current curriculum vitae for Consultant and any other individual employee who performs Services under this Agreement, all subject to employee consents.

e. Consultant shall provide a complete and accurate tax withholding form (for example a US Internal Revenue Service form W-9) to the Company.

2. TERM AND TERMINATION.

a. This Agreement is effective as of the Effective Date, and will terminate on December 31, 2017 (“*Termination Date*”), unless terminated earlier pursuant to subsection (b) below or extended by mutual consent of the Consultant and the Company.

b. This Agreement or a SOW may be terminated (i) for any reason by either party prior to the Termination Date by giving sixty (60) days’ written notice of termination, (ii) for cause constituting a material breach of this Agreement by either party by giving written notice of termination setting forth in reasonable detail the basis for the termination and providing the breaching party with thirty (30) days’ opportunity to cure, and (iii) automatically for Default (as defined in Schedule “A”) by either party, including, if applicable by the Company upon the death or disability of the Consultant.

c. Termination of this Agreement shall not affect (i) the Company’s obligation to pay within thirty (30) days’ for Services previously rendered by the Consultant or expenses reasonably incurred by the Consultant for which the Consultant is entitled to reimbursement under Section 3; (ii) the Consultant’s obligation to deliver all Deliverables paid for by the Company to the Company pursuant to the

Services performed, as applicable; or (iii) the Consultant's continuing obligations to the Company under Sections 5, 6, 7 and 8.

3. PAYMENTS.

a. Compensation.

i. In consideration of Consultant's performing the Services, the Company shall pay Consultant as set forth in a Statement of Work.

ii. Consultant shall submit invoices for completed Services to Company that: (a) itemize in reasonable detail the Services performed, (b) identify the Company's product(s) to which the Services relate, and (c) indicate the dates and number of hours worked each day by such personnel (associated with the specific Services performed). Invoices must be submitted within ninety (90) days of completion of Services covered by such invoice. Unless expressly provided for in a Statement of Work, time spent traveling will not be deemed time spent performing Services and will not be billed to the Company.

iii. Company shall pay undisputed invoices within thirty (30) days after Company's receipt of an acceptable invoice from Consultant.

iv. Except as set forth in this Agreement or any amendment to this Agreement, the Consultant shall not be entitled to any other compensation or benefits for the Services.

b. Expenses.

i. Company will reimburse Consultant for reasonable expenses incurred in the performance of the Services to the extent such expenses are set forth in an SOW, or have been approved in advance and in writing by the Company. To the extent approved, Consultant will use commercially reasonable efforts to minimize reimbursable expenses. Consultant must provide copies of receipts for any single expense incurred greater than seventy-five dollars (US \$75.00). Approved expenses will be reimbursed within thirty (30) days of Company's receipt of invoices with supporting receipts.

ii. When any TV Production is scheduled, Company shall pay 50% of its estimated OOP within 15 days of invoice receipt or earlier as required by the production vendor.

iii. Travel-related expenses must conform to the following limits unless otherwise approved by the Company in advance and in writing:

Description	Limit
Air Travel	Coach, unless pre-approved by Company at level of Chief Business Officer or higher
Lodging	\$300/night
Meals	\$100/night
Rental Car/Taxi	\$100/day
Personal auto	Reimbursed at the legal rate established by the US Internal Revenue Service

iv. Consultant is expected to arrange all approved travel through the Company's designated agent Frosch Entertainment ("Frosch") by calling 212-784-0363 or emailing Christine Coleman at christine.coleman@frosch.com. Consultant must indicate that Consultant is not a Company employee and provide Frosch with a credit card for all travel reservations. Frosch shall book reservations that conform to Company's travel policy. If Consultant is unable to arrange travel through Frosch, Consultant must receive the Company Representative's approval in writing prior to arranging its own travel.

4. RELATIONSHIP OF THE PARTIES; TAX PAYMENT OBLIGATION.

a. Notwithstanding any provision of this Agreement to the contrary, the Consultant is and shall at all times be an independent contractor and not an employee, agent, partner, or joint venturer of the Company. The Consultant shall have no right under this Agreement, or as a result of its consulting services to the Company, to participate in any other employee, retirement, insurance or other benefit program of the Company, nor will the Company make any deductions from the Consultant's compensation for income or employment taxes, the payment of which shall be solely the Consultant's responsibility.

b. The Consultant shall, upon payment of invoices by Company, remit to the applicable taxation authority, when and as due, any and all value added taxes incurred as a result of its compensation hereunder, including without limitation sales taxes, and if requested by the Company, provide the Company with proof of said payments. The Consultant further agrees to indemnify the Company and hold it harmless to the extent of any obligation imposed on the Company: (i) to pay employment withholding taxes or similar items; or (ii) resulting from the Consultant being determined not to be an independent contractor.

5. REPRESENTATIONS AND WARRANTIES.

a. Consultant represents and warrants all of the following:

i. that this Agreement and the performance of the Services does not conflict with or violate any obligation of the Consultant to any third party;

ii. that Consultant has now and will continue to maintain, at its sole expense, all licenses or certifications necessary to perform the Services;

iii. that Consultant has now and will continue to maintain with a reputable insurance company and during the term of this Agreement, at its sole expense, insurance coverages applicable to the Services (e.g., workers' compensation, employer's liability, commercial general liability, automobile liability, professional liability, Errors and Omissions, pollution liability, umbrella liability) in amounts sufficient to cover its operations;

iv. that Consultant will perform the Services in compliance with the Company's Code of Business Conduct and Ethics, as agreed in writing by Consultant;

v. That Consultant will comply with all applicable laws pertaining to Consultant as an employer and in the general conduct of its business;

vi. That, to Consultant's knowledge, Consultant (including, as applicable, any of Consultant's agents who will be performing Services) is not (a) under investigation by the U.S. Food and Drug Administration for debarment action or is presently debarred under the *Federal Food, Drug, and Cosmetic Act*, as amended or pursuant to the Generic Drug Enforcement Act of 1992 (21 USC 301 *et seq.*) or listed on the HHS/OIG List of Excluded Individuals/Entities or the System for Awards Management; or (b) has violated, or is under investigation for violating, any state or federal health care programs or has violated any such state or federal health care programs or any federal or state anti-kickback laws or regulations; and

vii. that Consultant (a) is familiar with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act ("*FCPA*"), and all applicable anti-corruption and anti-bribery laws in effect in the countries in which Consultant conducts or will conduct business and (b) agrees that in the course of its performance under this Agreement, it will not, either directly or through an intermediary, give or offer to give anything of value to a government official (or candidate for government office), an official of a public international organization, or a political party or party official, for purposes of influencing the official's decisions, inducing the official to do or omit doing some act, or securing any improper advantage. Any breach of the foregoing obligation shall constitute a material breach

of this Agreement and shall entitle Company to exercise all available remedies hereunder at law or equity. Such a breach shall also entitle Company to terminate the Agreement.

b. Consultant shall notify Company promptly, to the extent permitted by applicable laws, upon gaining knowledge (i) that it has violated or may violate any of the representations or warranties set forth herein; or (ii) that any state or federal regulatory authority has made inquiries or commenced proceedings concerning Consultant or any of Consultant's agents.

6. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

a. The Consultant understands and agrees that certain proprietary and confidential information of the Company will be disclosed to Consultant as a result of Consultant's performance of the Services. Such knowledge and information includes, without limitation, financial information, business plans, clinical and product development plans, strategies, business forecasts, sales and merchandising materials, patent disclosures, patent applications, structures, models, techniques, know-how, trade secrets, processes, compositions, formulations, compounds and apparatus relating to the same and other proprietary information related to the current, future and proposed products and services of the Company (collectively, "**Confidential Information**"). For purposes of this Agreement, Confidential Information of the Company also includes information disclosed to Consultant by third parties who are consulting or collaborating with the Company in connection with the Consultant's performance of the Services.

b. The Consultant shall not disclose Company's Confidential Information to third parties without the Company's advance written consent. Any authorized disclosures shall only be as necessary to perform the Services, and only to third parties who are bound by written agreements with the Consultant to maintain the Confidential Information in confidence. All such agreements shall contain confidentiality provisions at least as protective as the provisions contained in this Agreement.

c. The Consultant shall not use the Confidential Information for any purpose other than in connection with Consultant's performance of the Services.

d. Notwithstanding the foregoing, Consultant has no confidentiality obligations with respect to information that (i) was publicly known at the time of disclosure to the Consultant, (ii) became publicly known or available thereafter other than by means in violation of this Agreement or any other duty owed to the Company by the Consultant, or (iii) was lawfully disclosed to the Consultant by a third party.

e. In the event a court or governmental agency legally compels the Consultant to disclose Confidential Information, the Consultant shall promptly inform the Company, to the extent permitted by applicable laws, of the compelled disclosure in sufficient time so that the Company may seek a protective order or other remedy or waive compliance with this Agreement, or both. The Consultant shall limit any compelled disclosure of Confidential Information to that legally required.

f. Upon completion of the Services or termination of this Agreement, or at Company's request at any other time, the Consultant shall promptly deliver to the Company all Confidential Information in its possession that is in written or other tangible form (together with all copies or duplicates thereof, including without limitation computer files), and all other property, materials or equipment provided to the Consultant by the Company.

g. Notwithstanding the foregoing, either party's use, disclosure or receipt of any confidential or proprietary information of the other party pursuant to this Agreement will be governed by the mutual confidential disclosure agreement dated September 29, 2015 ("**NDA**"). If there is a conflict between this Section 6 and the NDA, then the terms and conditions of the NDA will prevail.

7. INTELLECTUAL PROPERTY.

a. "**Deliverables**" means (regardless of whether protectable under any intellectual property law or how stored or maintained) any information, formula, material, plan, design, process,

equipment, machine, mechanism, component, instrument, system, work flow, composition, improvement, protocol, procedure, product, technique, graphic, software, software code, data, device, research, idea, concept, invention, discovery, know-how, work of authorship, mask work, specification, instruction, new or useful art, work product (including without limitation any enhancement to Company's Confidential Information or Intellectual Property), advice, opinion, strategy, or property, all of the foregoing to the extent: (i) conceived, reduced to practice, designed, prepared, developed and/or otherwise created by or for Consultant (alone or with others) that is representative of some or all of the Services for which Consultant has received compensation pursuant to this Agreement; and (ii) excluding Authorized TPM, Pre-Existing Materials and Company Materials (all as defined in Schedule "A").

b. **"Intellectual Property"** means any and all proprietary or intellectual property rights, whether or not registered, including in or to new or useful art, discovery, improvement, technical development, or invention, whether or not patentable and all related know-how, designs, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artworks, software or other copyrightable or patentable work.

c. Company shall own the entire right, title and interest in and to any Deliverables and applicable Intellectual Property conceived, devised, reduced to practice, created, derived or developed by Consultant, either solely or jointly with Consultant's employees, consultants, agents or subcontractors in the performance of Services.

d. Following payments for the Deliverables and otherwise at Company's expense, the Consultant shall assist the Company in any reasonable manner to obtain and enforce for the Company's benefit any patents, copyrights and other property rights in any and all countries, with respect to any Deliverables and applicable Intellectual Property, and the Consultant agrees to execute, when requested, patent, copyright or similar applications and assignments to the Company and any other lawful documents deemed necessary by the Company to carry out the purposes of this Agreement.

8. NON-SOLICITATION AND AVOIDANCE OF CONFLICTS.

a. During the term of this Agreement, the Consultant agrees that, without the prior written consent of the Company, the Consultant will refrain from assigning any of its employees performing Services for the Company to simultaneously perform any services in any capacity (excluding employees that generally administer Company's business e.g., IT, HR and accounting employees) for any person or entity engaged that is listed as a Company Competitor in Schedule "A".

b. During the term of this Agreement and for a period of twelve (12) months thereafter, each party agrees that, without the prior written consent of the other party, it will not, directly or indirectly, on its behalf or on behalf of any other person or entity, (i) call upon, solicit, divert or take away or attempt to solicit, divert or take away any of the customers, business or patrons of the other party; or (ii) solicit or attempt to solicit for employment any person who is then an employee of or consultant to the other party or who was an employee of or consultant to the other party at any time during the twelve (12) month period immediately prior to the date of the subject solicitation. Notwithstanding the foregoing, neither party will be in breach of this Section 8.b if such party hires any person or entity who is now employed or engaged by the other party, if such person or entity learns of the position by advertisement or other public channels.

c. The parties acknowledge that the foregoing restrictions placed upon the other party are necessary and reasonable in scope and duration and are a material inducement to the other party to execute, deliver and perform its obligations arising under or pursuant to this Agreement.

9. **NO EMPLOYMENT OF ASSISTANTS OR SUBCONTRACTING.** Except as expressly authorized in a Statement of Work, the Consultant shall not subcontract any of the Services to a third party without the advance written approval of the Company. Company hereby authorizes Consultant to use its

Affiliates as subcontractors for purposes of this Agreement. For the purposes of this Agreement hereunder "Affiliate" shall mean any entity, which controls, is controlled by, or is under common control with that party. In this context "control" shall mean (i) ownership by one entity, directly or indirectly, of at least fifty percent (50%) of the voting stock of another entity; (ii) power of one entity to direct the management or policies of another entity by contract or otherwise; (iii) both entities to be directly or indirectly owned by the same party; or (iv) any other relationship between a party and an entity which both Company and Consultant have agreed in writing may be considered an "Affiliate" of a party. Notwithstanding any provision of this Agreement to the contrary, if Company requires Consultant to use specific subcontractors, to the extent Consultant does not direct or supervise their work, or Consultant is authorized to engage such subcontractor as agent on Company's behalf, Consultant will not be responsible for materials, Services or Deliverables provided by such subcontractor.

10. INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold the Company free and harmless from all third party claims, demands, losses, costs, expenses, payment obligations, liabilities, damages, recoveries and payment deficiencies, including without limitation interest, penalties, attorneys' fees, and costs (collectively, "*Losses*"), that the Company may incur as a result of:

a. any infringement by the Deliverables or by any methods, technology or materials owned or licensed by Consultant of any Intellectual Property of any third party, except to the extent the claim or suit is based on: (i) alterations or modifications to the Deliverables not made by Consultant or any other activity prohibited under this Agreement or a SOW; (ii) a use of the Deliverables in a manner not contemplated by a SOW; (iii) Consultant's compliance with or use of designs, requirements, specifications, instructions, or alterations supplied, developed, or requested by Company; or (iv) use of the Deliverables, or any component thereof, in combination with one or more item provided by Company that had not been approved by Consultant or in hardware or an operating environment that is not expressly set forth in a SOW;

b. any bodily injury, death or damage to property to the extent caused by the gross negligence or willful misconduct of Consultant, its employees or agents while engaged in the performance of Services;

c. a breach by the Consultant of any obligations contained in Section 6 of this Agreement and,

d. any matter directly arising out of or in connection with any failure to comply with Section 5.a(vi) or Section 5.a(vii).

Notwithstanding anything to the contrary in this Agreement or a SOW, Consultant makes no representations, warranties, nor indemnifies Company for any claims or suits arising out of patent infringement or trademark infringement under this Agreement. Company is solely responsible for conducting any patent searches or trademark searches to the extent Company determines necessary in connection with the use of the Deliverables and for any losses or liabilities arising out of patents and trademarks. Company must bring a claim, including a claim for indemnification, under this Agreement within one year of the delivery of the Deliverable or provision of the Service giving rise to the claim.

11. RIGHTS AND REMEDIES UPON BREACH. The Consultant's and Company's respective obligations under Sections 6 and 8 of this Agreement are of a unique character that gives them particular value. Therefore, without limiting a party's legal or equitable remedies, a party's breach of any of such obligations may result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law, and the other party shall have the right to seek injunctive relief including, without limitation, an order from a court of competent jurisdiction enjoining the other party's activity and/or a

decree for specific performance, and such other and further equitable or other relief, including monetary damages if appropriate.

12. ACKNOWLEDGMENT REGARDING SECURITIES LAWS. The Consultant acknowledges that the Company's Confidential Information may represent material, non-public information of the Company, and that the Consultant is aware of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

13. MISCELLANEOUS.

a. This Agreement shall be governed by the laws of New York, without regard to any provisions relating to conflict of laws among different jurisdictions.

b. Any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement shall be settled by arbitration before a single neutral arbitrator to be held in San Diego County, California, in accordance with the current National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA"). The arbitrator may grant injunctions or other relief, and may award the prevailing party its counsel fees and expenses in accordance with applicable law. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. Notwithstanding the AAA's rules, the parties may take discovery in accordance with Article 31 the New York Civil Practice Law and Rules. Nothing in this paragraph shall prohibit or limit the parties from seeking provisional remedies (including without limitation injunctive relief) in lieu of or in addition to arbitration at any time directly from a court of competent jurisdiction, pursuant to Article 75 of the New York Civil Practice Law and Rules or any similar statute of an applicable jurisdiction.

c. This Agreement, including the NDA, any SOWs and any attached Schedules, is the entire agreement of the parties with respect to the Services and supersedes any prior or contemporaneous agreements between the parties with respect to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by the parties. If there is a conflict between the body of this Agreement and any other document forming part of this Agreement, then the conflict will be resolved in this order of priority: (1) Schedule "A"; (2) the NDA; (3) the body of this Agreement; and (4) any SOW.

d. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by Consultant or Company without the prior written consent of the other party; provided, that a party may assign this Agreement in conjunction with a corporate restructuring whereby an affiliate of such party is the assignee and assumes in writing all obligations of the assignor under this Agreement.

e. Either party's failure to enforce any right resulting from a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

f. Notices from one party to the other will be in writing and will be delivered to the applicable address set forth below, or at such other address as either party may specify in writing to the other. Notices shall be sent by reputable express international courier, personal delivery, by fax (with confirmation of receipt required), or by other means of delivery requiring a written acknowledged receipt.

Company:	Orexigen Therapeutics, Inc. 3344 N. Torrey Pines Court, Suite 200 La Jolla, CA 92037 Attn: Robert Griffing
----------	---

Fax: 858-875-8650

With a copy (which alone will not constitute notice) to:

Orexigen Therapeutics, Inc.
3344 N. Torrey Pines Court, Suite 200
La Jolla, CA 92037
Attn: General Counsel
Fax: 858-875-8650

Consultant:

Young & Rubicam Inc.
3 Columbus Circle
New York, NY 10019
Attn: Chief Financial Officer
Fax: +1.212.537.9371

With a copy (which alone
will not constitute notice) to:

Young & Rubicam Inc.
legal@yrgrp.com
Attn: VP, Legal & Corporate Affairs

g. If any of the provisions of this Agreement are found to be invalid under an applicable statute or rule of law, they are to be enforced to the maximum extent permitted by law and beyond such extent are to be deemed omitted from this Agreement, without affecting the validity of any other provision of this Agreement.

h. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument. A facsimile, PDF or any other type of copy of an executed version of this Agreement signed by a party is binding upon the signing party to the same extent as the original of the signed Agreement, and may be delivered electronically.

i. The covenants, representations and warranties in Sections 3, 5 – 8, 10 and 13 of, and Schedule “A” to, this Agreement shall survive the termination or expiration of this Agreement.

j. The Consultant hereby acknowledges that the Consultant has been encouraged to consult with legal counsel (at the Consultant’s own expense) prior to executing this Agreement.

k. The parties hereby agree to the additional terms and conditions set forth in Schedule “A” attached hereto which form an integral part of this Agreement and are incorporated into this Agreement by this reference and will govern in the case of any conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

Having understood and agreed to the foregoing, the Company and the Consultant have signed this Agreement as of the Effective Date.

Young & Rubicam Inc.

By: 

Name: Deny Maric

Title: VP, Legal & Corporate Affairs

REVIEWED

By EKK at 10:35 am, Jun 14, 2016

Orexigen Therapeutics, Inc.

By: 

Name: Robert Griffing

Title: SVP, Global Marketing

Orexigen Legal

RP

SCHEDULE "A"
ADDITIONAL TERMS AND CONDITIONS

14. DEFINITIONS.

a. **"Authorized TPM"** means third party materials, services or both necessary for the installation, use, development (only to the extent required by Company) or operation of the Deliverables (including, without limitation, stock photography, music or video, market research, commercially available third party software, hardware or both), all of which third party materials will be the subject of prior discussion and agreement between the parties.

b. **"Company Competitor"** means the following companies or as otherwise agreed in writing by the parties not more than once per calendar year: Vivus, Inc.; Eisai, Inc.; Arena Pharmaceuticals, Inc.; and Novo Nordisk, Inc..

c. **"Company Materials"** means any Content, property, materials, data or information provided by Company to facilitate the performance of the Services.

d. **"Content"** means Company's complete product database, relevant copy concerning policies, services, information regarding products and product design, photographs, storyboards, copy, press material and other Company assets described in the applicable SOW or provided to Consultant and included in the Deliverables;

e. **"Default"** means a party: (i) makes an assignment for the benefit of its creditors, a trustee or receiver is appointed over all or a substantial portion of its assets, admits in writing its inability to meet its obligations when due, commits any other act of bankruptcy or seeks the benefit of any creditor protection legislation; (ii) causes itself to dissolve or otherwise ceases to function as a going concern or to conduct its operations in the normal course of business; or, (iii) assigns this Agreement, except as permitted herein.

f. **"Pre-Existing Materials"** means Intellectual Property of any materials Consultant develops, uses or otherwise integrates into the Services or Deliverables which: (a) are made, conceived or developed by Consultant prior to performance of the Services; or (b) are generic in nature, can be used generally in the advertising consulting industry to perform functions common to such services and do not provide a competitive advantage to Company or any competing organization in Company's industry; and (c) all enhancements thereto.

15. COOPERATION BY COMPANY.

a. Company acknowledges that the successful and timely provision of the Services and the successful development of the Deliverables will require the good faith cooperation of Company.

b. If applicable, Company is responsible for providing to Consultant reasonable assistance and co-operation related to provision of Company Materials. Failure by Company to provide the cooperation or Company Materials to Consultant in a timely manner may result in delay of the provision of Services and delivery of Deliverables.

c. If applicable, Company is responsible for obtaining any approvals, licenses or other permissions for Authorized TPM. Consultant and Company agree they are not the owners of such Authorized TPM and have no right to use such Authorized TPM, except as granted by the owners of such Authorized TPM.

d. Notwithstanding anything to the contrary, if Company authorizes in a SOW for Consultant to acquire Authorized TPM on Company's behalf, Consultant will be acting as, and is hereby authorized to be, Company's agent for such purchases; all such agreements entered into by Consultant on Company's behalf shall be entered into as agent for a disclosed principal and based on sequential liability, and Company will be solely responsible for the review of, and compliance with, the terms and conditions of such agreements. For the purposes of clarity, Consulting may not enter into any such agreements without the express written approval of Company. If an expense relates to a third party supplier authorized by Company, then Consultant reserves the right to request advance payment

or other security in the course of performing the financial obligations Consultant is authorized to assume on Company's behalf.

16. REPRESENTATIONS AND WARRANTIES OF COMPANY. Company represents and warrants all of the following:

a. Company will comply with all applicable laws pertaining to Company as an employer and in the general conduct of its business;

b. Company properly has: (i) licensed or will cause to be licensed, on a timely basis, all Company Materials and Authorized TPM as may be required pursuant to the terms of this Agreement necessary for the purposes of this Agreement or a SOW; and (ii) will have or obtain, on a timely basis, all rights necessary to grant the licenses or sublicenses to Consultant contained required by this Agreement or a SOW, and otherwise has and or will acquire all rights, on a timely basis, in Intellectual Property necessary for the purposes of this Agreement or a SOW; and,

c. Company Materials licensed and/or provided by Company do not and will not include any material or content that defames any person or entity or gives rise to any claim or suit against Consultant.

17. INDEMNIFICATION BY COMPANY. The Company agrees to indemnify, defend, and hold the Consultant free and harmless from all third party claims, demands, and Losses, that the Consultant may incur as a result of:

a. any matter as to which Consultant has advised Company of the risks involved and Company has agreed in writing to accept those risks;

b. any bodily injury, death or damage to property to the extent caused by the gross negligence or willful misconduct of Company, its employees or agents;

c. a breach by the Company of any obligations contained in Section 6 of this Agreement;

d. any matter directly arising out of or in connection with any failure to comply with Section 16; and,

e. any claim, suit or proceeding made or brought against Consultant, whether including Company or not, based upon or arising out of: (i) the Services or Deliverables, including allegations that any descriptions or depictions of, or representations regarding, Company's organization, products, services, industry or competitors are false, deceptive, misleading, unsubstantiated, otherwise inaccurate, or do not accord with relevant legal or regulatory requirements, directives or guidelines; (ii) allegations that Company's products or services are defective, injurious, or harmful (including any claim for bodily injury or death); (iii) allegations that the manufacture, sale, distribution or use of any of Company's products or services violates the rights of any third parties or that the advertising, publicity or promotion of Company's products or services encourages or induces the violation of the rights of any third parties; or (iv) allegations that the use by a person, other than Consultant, of a Deliverable, including commercials produced by Consultant, violates any of Consultant's obligations under the applicable union codes or applicable production or talent contracts relating to the production of commercials or advertisements.

18. INDEMNIFICATION PROCESS. Each party's indemnification obligations are conditioned on the indemnified party (i) promptly notifying the indemnifying party in writing of such action or claim, (ii) giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) cooperating and, at the indemnifying party's request and expense, assisting in such defense or settlement, provided that the indemnifying party shall not enter into any settlement which adversely affects any rights or interest of the indemnified party without the indemnified party's prior written consent; each party will mitigate any losses under its reasonable control.

19. PRE-EXISTING MATERIALS. Notwithstanding anything to the contrary, Consultant will retain all ownership rights in and to all Pre-Existing Materials. Consultant hereby grants to Company a perpetual, royalty free, fully paid-up, worldwide, non-exclusive right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify all or any portion of the Pre-Existing Materials incorporated into the Deliverables or Services solely in connection with the use by Company in accordance with this Agreement for the full enjoyment of the Company's rights in the Deliverables and Services. To the extent that any claim is made concerning the existence of moral rights in regard to such Deliverables, Consultant hereby waives, and will cause its employees and subcontractors to waive, all such rights to the fullest extent permissible by law; the parties acknowledge and agree that Company may permit its affiliates, third party contractors, consultants, outsourcing firms, or service providers to exercise the license rights in this Section solely in the course of performing services for Company and provided that such use is in accordance with the terms and conditions of this Agreement.

20. WARRANTY LIMITATIONS. Except as expressly provided within this Agreement, Consultant expressly disclaims all other warranties, express, implied or statutory, with respect to this Agreement, the Deliverables, and the Services including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The warranties set out in this Agreement constitute the only warranties and are in lieu of all other warranties or conditions written or oral, statutory, expressed, or implied with respect to the Deliverables and Services supplied by Consultant hereunder.

21. MAXIMUM LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT (WHETHER ARISING IN CONTRACT, INCLUDING INDEMNIFICATION OBLIGATIONS, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) WILL:

a. THE MAXIMUM LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES FOR ALL DAMAGES, LOSSES, CAUSES OF ACTION OF ANY NATURE WHATSOEVER (EXCLUDING COMPANY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT) EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID BY COMPANY FOR THE SERVICES AND DELIVERABLES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVING RISE TO THE INITIAL LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY WITH RESPECT TO BREACHES OF CONFIDENTIALITY;

b. THE MAXIMUM LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES FOR ALL DAMAGES AND LOSSES OF ANY NATURE WHATSOEVER WITH RESPECT TO BREACHES OF CONFIDENTIALITY EXCEED THE AGGREGATE AMOUNT OF THE GREATER OF: (I) \$1,000,000.00; AND (II) THE AGGREGATE AMOUNT OF THE FEES PAID BY COMPANY TO CONSULTANT FOR THE SERVICES AND DELIVERABLES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVING RISE TO THE INITIAL LIABILITY;

c. THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES (EXCLUDING COMPANY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED \$3,000,000.00 IN THE AGGREGATE;

d. EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR IMPAIRMENT OF GOODWILL, LOSS, CORRUPTION OR INACCURACY OF DATA, OR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; AND

e. EITHER PARTY BE LIABLE FOR ANY LOSSES OR DAMAGES TO THE EXTENT CAUSED BY THE OTHER PARTY'S NEGLIGENT ACTS OR OMISSIONS.

22. FORCE MAJEURE. Neither party will be liable for any breach of warranty or covenant or incorrect representation in this Agreement, losses, costs, or damages resulting from its inability to perform any of its obligations under this Agreement or a SOW (except the parties' respective obligation to pay any amounts owing) due to acts of God, the elements, strikes, actions or decrees of governmental bodies, terrorism, or data hacks, or any other malicious acts of third parties or causes or events beyond the reasonable control of the affected party ("*Force Majeure Event*").

EXHIBIT B
Amendment to Consulting Agreement

This amendment ("**Amendment**") is effective as of December 31, 2017 (the "**Effective Date**"), by and between **OREXIGEN THERAPEUTICS, INC.**, a Delaware corporation, with its principal place of business located at 3344 North Torrey Pines Court, Suite 200, La Jolla, CA 92037 ("**Company**"), and **YOUNG & RUBICAM LLC.**, (formerly Young & Rubicam Inc.) a Delaware limited liability company, with its principal place of business located at 3 Columbus Circle, New York, NY 10019 ("**Consultant**").


WHEREAS, the parties wish to amend and supplement the Consulting Agreement entered into effective as of December 13, 2015 by and between Company and Consultant (the "**Agreement**") as set forth in this Amendment;

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

1. **Amendments to Agreement.** The parties agree to amend the Agreement as follows:
 - a. **Amend the Termination Date:** The December 31, 2017 "Termination Date" in Section 2a. is hereby amended and replaced with December 31, 2018.
 - b. **Replacement of Last Sentence of Section 13(c.):** The last sentence of Section 13(c.) of the Agreement shall be deleted and replaced with the following sentence: "If there is a conflict between the body of this Agreement and any other document forming part of this Agreement, then the conflict will be resolved in this order of priority: (1) Schedule "A"; (2) Schedule "B" (3) the NDA; (4) the body of this Agreement; and (5) any SOW."
 - c. **Addition of a new Section 13(l.):** The following sentence shall be added as subsection (l.) to Section 13 of the Agreement: "The parties hereby agree to the additional terms and conditions set forth in Schedule "B" attached hereto which form an integral part of this Agreement and are incorporated into this Agreement by this reference."
 - d. **Addition of Schedule "B" Media Buy Terms:** Schedule "B" (as attached to this Amendment as Exhibit 1) shall be appended to the Agreement as a new schedule.
2. **Miscellaneous.**
 - a. This Amendment shall be governed by the laws of New York, without regard to any provisions relating to conflict of laws among different jurisdictions.
 - b. All other terms and conditions of the Agreement will remain in full force and effect.
 - c. Capitalized terms used but not defined in this Amendment will have the meanings ascribed to them in the Agreement.
 - d. This Amendment may be executed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument. A facsimile, PDF or any other type of copy of an executed version of this Amendment signed by a party is binding upon the signing party to the same extent as the original of the signed Amendment, and may be delivered and signed electronically.
 - e. This Amendment may only be modified by a written amendment signed by the parties.

Having understood and agreed to the foregoing, the Company and the Consultant have signed this Amendment agreement as of the Effective Date.


Young & Rubicam LLC

By: 
 Name: Deny Maric
 Title: VP Legal and Corporate Affairs

REVIEWED
 By Michelle Cole at 1:59 pm, Feb 16, 2018

CONFIDENTIAL LCA REVIEWED
 MSAA_OT_YR_LT180214D_1802152355_FORSIGN

Orexigen Therapeutics, Inc.

By: 
 Name: Thomas Caunell
 Title: SVP & Chief Operating Officer

Orexigen Legal


SCHEDULE "B"
MEDIA BUY TERMS

If Consultant purchases media on Company's behalf, or arranges the purchase of, media for Company ("**Media Buy Services**"), the following terms and conditions will apply in addition to the terms set forth the Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. BILLING.

- a. Notwithstanding any provision to the contrary in this Agreement, Consultant shall have the right to act as agent for Company when Consultant purchases media, materials and/or services and Consultant shall be liable to vendors solely to the extent Consultant has been paid in full by Company and payment has cleared to Consultant for such media, materials, services and other purchases made by Consultant on behalf of Company. Without limiting the foregoing, sequential liability shall apply to all media, materials and services purchased by Consultant hereunder, so that Consultant shall not be responsible for such purchases unless and until Company has paid Consultant in full and such payment has cleared to Consultant for such purchases. Until such time, Company shall remain solely responsible for such purchases. For the avoidance of doubt, Consultant has the right to confirm such terms with each third party vendor and to the extent that such vendor does not agree to these terms, Company shall, if requested by Consultant, at Consultant's discretion, either (i) pay 100% of the funds upfront prior to the purchase of media, materials, or services or (ii) contract with the third party vendor directly as principal for such purchase. Consultant's arrangements with vendors made on Company's behalf shall be in accordance with the individual conditions and contracts entered into with such vendors, which shall be binding on Company.
- b. It is understood that a basic principle of the Company/Consultant relationship is that Company's funds are to be in Consultant's hands in time for Consultant to meet the payment dates of media vendors and suppliers. Notwithstanding any of the foregoing, Consultant will invoice Company in advance and on estimate for all media to be purchased by Consultant for Company's account. Consultant will reconcile the actual media spending against the estimated payments made by Company and periodically debit or credit Company's account the difference, if any and such difference shall be the only basis for reconciliation. All such bills shall be due and payable by Company upon receipt by Company and in all events, all such bills must be paid by Company prior to the media commitment date. If payment is not received by Consultant prior to the media commitment date and/or if Consultant reasonably believes that Company will be unable to remit payment for any of its obligations hereunder, the order (and any other open orders) may be cancelled by Consultant, and Consultant may suspend its performance hereunder, in Consultant's sole discretion. In the event of any such cancellation, Company will remit payments to Consultant for services provided and expenditures made by Consultant on behalf of Company as of the date of such cancellation. Additionally, if Company does not use all of the space or time that Company authorized Consultant to contract for and purchase, and if a higher "short rate" results, Consultant shall invoice Company and Company shall pay for the additional amount due as a result of this rate differential.
- c. Consultant reserves the right to require full or partial payment prior to making any media purchases authorized by Company, or such other arrangements assuring payment, as are in the judgment of Consultant, appropriate or advisable under the circumstances.
- d. Company acknowledges Consultant will utilize its affiliate Wavemaker Global LLC ("**Wavemaker**") as a subcontractor for the provision of Media Buy Services. Wavemaker has access to inventory from national media vendors which its affiliate, The Midas Exchange, Inc., has purchased from such vendors as principal; this media inventory (the

"Inventory") can be offered to clients at a discounted cost providing it is offered on a non-disclosed vendor cost basis and is available only to clients agreeing to accept the specific terms herein.

- e. It is understood that Consultant, with Wavemaker, will negotiate schedules, on Company's behalf on the network and in such programming, as Company's requirements and guidelines would dictate at a discount to prevailing marketplace costs as agreed upon by the parties.
- f. Notwithstanding anything to the contrary in terms of the Agreement, including without limitation the billing related provisions of the Agreement, billings utilizing the Inventory shall be billed as follows unless otherwise agreed upon: The Agency will invoice the Company for the full cost of the media. The proceeds will be kept by Company to cover the cost of media to the media vendor, administrative and financing expenses and possible profit. For avoidance of doubt, Company agrees that this arrangement is permissible notwithstanding anything to the contrary in the terms of the Agreement. Without limiting the foregoing, and notwithstanding anything to the contrary in the Agreement, Company agrees that the rates for media provided under this initiative are not reconcilable, and except for the discounts offered through media purchases made by Company from Consultant through this program under the terms of this letter, Consultant will not pass through any additional discounts to the Company.
- g. Furthermore, Company agrees that Company may, subject to the Agreement, audit only the information and records directly relating to the Inventory media buys that are the subject of this Schedule solely with respect to the media time (only) procured for Company, i.e. date/time/daypart and commercial code. For further clarification, Company agrees and acknowledges that Company is not permitted to audit the amount due and/or paid to the media vendor related to Inventory.
- h. Consultant also reserves the right to change any and all other terms and conditions of payment set forth in this Agreement (including by demanding upfront cash payment), in the event that (i) Consultant is unable to obtain sufficient credit insurance for Company, or if such coverage is revoked or modified, (ii) Company is delinquent in its payments, (iii) Standard & Poor's, Moody's Investors Services or Fitch rate the credit obligations of Company below investment grade (BBB-/A-3, Baa3/P-3 or BBB-/F-3, respectively), (iv) Company has a Dun & Bradstreet PAYDEX score of below 75, or (v) Consultant believes, in its sole reasonable discretion, that Company is sufficiently impaired in its credit that future payments may be endangered.

2. DATA USAGE.

- a. Aggregate Statistics and General Trend Data. Notwithstanding anything to the contrary set forth in this Agreement, Company acknowledges and agrees that Consultant and its affiliates may collect and retain anonymous information about users of Company's and other third party web sites and may use data derived from Company's use and Consultant's performance of the Services (i) to compile aggregate statistics, metrics and general trend data for the enhancement and optimization of Company's campaigns and for marketing, promotional, and analytics purposes, and (ii) in an aggregate, anonymous Consultant database used for trending, analytics and media planning purposes for Company and other Consultant clients, provided that Company will not be identified to any third party in connection therewith and under no circumstances will Consultant provide any Company Confidential Information to any other Company in connection with such use.
- b. Privacy. Notwithstanding anything to the contrary set forth in this Agreement, Company understands and acknowledges that a majority of search engines and third party ad-servers and related technology providers, including, without limitation, Google, Yahoo and DoubleClick as well as online or other media research providers or publishers, through

their terms of service and other policies, restrict users from engaging in certain activities and/or displaying certain content on or through the use of their services and/or require certain specific privacy disclosures (the “**Requirements**”). Company agrees to abide by such Requirements and agrees that Consultant is not responsible for any activities undertaken by Company, or that are approved by Company that violate such Requirements. Further, Company agrees that it will ensure that its web site(s) will feature an easy-to-understand privacy policy and, if applicable, any other privacy disclosures that are necessary to comply with all applicable laws and regulations (including any applicable industry self-regulations generally) and any Requirements.

3. CONSEQUENCES OF TERMINATION.

- a. For the avoidance of doubt, no termination of the Agreement or cancellation or termination of an SOW shall relieve Company from any obligation to pay Consultant the compensation for and costs of any media bought (even if such media runs after the effective date of termination), services rendered (including services requested and agreed to by Company in connection with the termination) or out of pocket expenses incurred prior to such effective date of termination. In addition, this Agreement, including, without limitation, the compensation provisions set forth herein, shall apply to any Services performed by Consultant after termination of this Agreement, notwithstanding such termination.
- b. Company shall have the right to modify, reject, cancel or stop any and all schedules or work in progress, and in such event Consultant shall take proper steps to carry out Company’s reasonable instructions. In the event of any such modification, rejection or cancellation by Company, Company (i) assumes liability for all commitments entered into by Consultant on Company’s behalf; (ii) shall reimburse Consultant for all expenses incurred in connection with carrying out Company’s instructions under this subsection; and (iii) shall pay Consultant any related service charges in accordance with this Agreement. In addition, if Consultant’s compensation hereunder is based on a commission rate and Consultant’s compensation assumes an annual minimum media commitment by Company, in the event that Company’s cancellations result in a failure by Company to reach this minimum commitment, Consultant shall be entitled to additional compensation sufficient to ensure that the compensation received by Consultant is at least equivalent to the compensation Consultant would have received had the minimum commitment been met by Company.

4. DISCLAIMER.

- a. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ENSURING THE CONTENT OR ACCURACY OF WHAT ANY THIRD PARTY PUBLISHES OR FOR ANY OTHER THIRD PARTY ACTIONS. CONSULTANT DOES NOT GUARANTEE DELIVERY OF MEDIA OVER THE COURSE OF THE AGREEMENT AND DOES NOT GUARANTEE PARTICULAR POSITIONING ACROSS ANY OF ITS SEARCH ENGINE OR OTHER MEDIA PARTNERS.

5. MISCELLANEOUS.

- a. Consultant reserves the right, in its sole discretion, not to place any ads which it reasonably believes to be in violation of any law, rule, regulation, or third party right.
- b. Company agrees to execute a “Consultant of Record” confirmation for distribution to media vendors. The purpose of such confirmation is to provide Consultant with a letter to distribute to media vendors as proof that Consultant is purchasing the media on behalf of Company. As set forth in this Agreement and Schedule, Company is fully liable for payment to the media vendors.

Email: deny.maric@yrgrp.com

Title: VP Legal and Corporate Affairs

Company: YRGRP

EXHIBIT C
MSA

MASTER SERVICES AGREEMENT

Agreement #: LT171205B

This affiliate Master Services Agreement ("MSA") is entered into effective as of January 1, 2018 (the "Effective Date") by and between OREXIGEN THERAPEUTICS, INC., a Delaware corporation, with its principal place of business located at 3344 North Torrey Pines Court, Suite 200, La Jolla, CA 92037 ("Client") and VML, LLC, with an office located at 3 Columbus Circle, New York, NY 10019, United States of America ("Agency"), hereinafter jointly referred to as the "Parties" and individually as a "Party".

WHEREAS this MSA sets forth the rights and obligations of the Parties in connection with services and deliverables to be provided by Agency to Client hereunder;

AND WHEREAS the relationship between the Parties will be governed by this MSA, incorporating the Consulting Agreement made and entered into as of December 13, 2015 by and between Young & Rubicam Inc. (now Young and Rubicam LLC), a Delaware limited liability company with offices located at 3 Columbus Circle, New York, NY 10019, United States of America an Affiliate of Agency, and Client, as amended by Amendment #1 on December 31, 2017 (the "Foundation Agreement");

AND WHEREAS the definitions and all terms and conditions in the Foundation Agreement will apply to this MSA subject to any modifications herein; capitalized terms not defined herein have the meaning set forth in the Foundation Agreement.

NOW THEREFORE, in consideration of the agreements and covenants herein contained, the Parties agree as follows:

1. **Acceptance of the MSA:** The local business relationship between Client and Agency will be governed by this MSA and, unless expressly otherwise agreed in this MSA, the provisions of the Foundation Agreement which will apply *mutatis mutandis* to the Parties as though Client is "Company" as defined in the Foundation Agreement and Agency is "Consultant" as defined in the Foundation Agreement. The Parties hereby accept, adopt, and incorporate into this MSA the terms and conditions of the Foundation Agreement, except as specifically set out herein.
2. **Effective Date & Term:** Notwithstanding the Effective Date or anything to the contrary in the Foundation Agreement, this MSA will govern the Parties' relationship from January 1, 2018 and will continue in effect for an initial period of one year from the Effective Date, followed by consecutive one-year renewal periods, until terminated in accordance with the Foundation Agreement (the "Term").
3. **Governing Law & Entire Agreement:** This MSA and any related SOWs agreed to by the Parties pursuant to this MSA will be governed by and construed in accordance with the laws of the State of New York and will constitute the entire agreement between Client and Agency with respect to the subject matter hereof, and supersede any previous communications, understandings and agreements between the Parties, whether written or oral, concerning its subject matter. The Parties agree they are executing this agreement solely on their own behalves. In the event of a conflict between this MSA, and a SOW, the MSA will control.

This MSA is agreed to and accepted by the Parties as of the Effective Date:

OREXIGEN THERAPEUTICS, INC.

By: [Signature]
 Name: Thomas Cannell
 Title: EVP & Chief Op. Officer
 Date: 2/23/2018
 *I have authority to bind the corporation.

VML, LLC

By: [Signature]
 Name: Jim Bellinghausen
 Title: CFO
 Date: 2/26/18
 *I have authority to bind the company.

REVIEWED
by Young Rubicam on 2-27-18 and 2-28-18

Please sign and fax or e-mail a PDF copy of this executed agreement to Wunderman as follows:



Email: sign@vrrp.com
 Fax #: +1.212.537.9371