Proof of 503(b)(9) Claim Form

Graceway Pharmaceuticals, LLC, et al., **Case No. 11-13036**, Chapter 11 Jointly Administered

11 U.S.C. § 503(b)(9) provides that "[a]fter notice and a hearing, there shall be allowed administrative expenses. . . including . . . the value of any goods received by the debtor within 20 days before the date of commencement of a [bankruptcy case] in which the goods have been sold to the debtor in the ordinary course of such debtor's business." Your receipt of this form does not mean you hold a claim that is entitled to Section 503(b)(9) treatment.

Claimants should submit a signed original Proof of 503(b)(9) Claim form asserting such 503(b)(9) Claim, together with accompanying documentation, by mail, hand delivery, or overnight courier, to the following address:

If by Mail:	**If by Hand Delivery or Overnight Courier:**
BMC Group, Inc. Attn: Graceway Claims Processing PO Box 3020 Chanhassen, MN 55317-3020	BMC Group, Inc. Attn: Graceway Claims Processing 18750 Lake Drive East Chanhassen, MN 55317

With copies to:
(a) Latham & Watkins LLP, 233 South Wacker Drive, Suite 5800, Chicago, Illinois 60606 (Attn: Josef S. Athanas, Esq. and Matthew L. Warren, Esq.);
(b) Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, P.O. Box 391, Wilmington, Delaware 19899 (Attn: Kara Hammond Coyle, Esq.); and
(c) Graceway Pharmaceuticals, LLC, c/o John A. A. Bellamy, Executive Vice President & General Counsel, 340 Martin Luther King Jr. Blvd., Suite 500, Bristol, TN 37620.

Debtor against which claim is asserted: (Check Only One)

☐ Graceway Pharma Holding Corp.	Case No. 11-13037	☐ Chester Valley Pharmaceuticals, LLC	Case No. 11-13041
☐ Graceway Holdings, LLC	Case No. 11-13038	☐ Graceway Canada Holdings, Inc.	Case No. 11-13042
☒ Graceway Pharmaceuticals, LLC	Case No. 11-13036	☐ Graceway International, Inc.	Case No. 11-13043
☐ Chester Valley Holdings, LLC	Case No. 11-13039		

NOTE: This form must be served upon BMC Group, Inc., at one of the above-referenced addresses on or prior to December 16, 2011. The form may be submitted in person or by courier service, hand delivery or mail. Facsimile, email or electronic submissions will not be accepted. Requests shall be deemed filed when actually received by BMC Group, Inc.

Name of Creditor:
(the person or other entity to whom the debtor owes money or property)
DPT Laboratories, Ltd.
12637 Collections Center Drive
Chicago, IL 60693

Name and Address Where Notices Should Be Sent:

Patrick L. Huffstickler
Cox Smith Matthews Incorporated
112 E. Pecan Street, Suite 1800
San Antonio, TX 78205

Telephone No.: 210-554-5273

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars.

☒ Check box if you have asserted a reclamation demand for any of the Goods referenced on this claim form. Attach statement identifying any such goods.

RECEIVED
NOV 04 2011
BMC GROUP

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 300001

Check here if this claim: ☐ replaces ☐ amends a previously filed claim, dated: ____________

1. TOTAL AMOUNT OF SECTION 503(b)(9) CLAIM: $321,264.96

2. DATE OF DELIVERY OF GOODS: 9/12/11, 9/26/11
Attach proof of delivery of such goods.

3. BRIEF DESCRIPTION OF CLAIM AND GOODS:
Tubes of Metronidazole Vaginal Gel, 0.75%

Attach particular invoices for which any of the amounts described in this form was applied.

4. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as invoices, receipts, bills of lading, promissory notes, purchase orders, itemized statements of running accounts, or contracts. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. Any attachments must be 8-1/2" by 11".
5. **DATE-STAMPED COPY:** To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.
6. **ORDINARY COURSE CERTIFICATION:** By signing this claim form, you are certifying that the goods, for which payment is sought hereby, were sold to the debtor in the ordinary course of the debtor's business and were received by the debtor within twenty days prior to September 29, 2011 as required by 11 U.S.C. § 503(b)(9).

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Graceway Pharmaceuticals LLC
00011

Print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Date	Name	Title	Signature
10/27/11	Bruce Zboray	Sr. Director Commercial Services	[signature]

CH\1306559.1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE
BANKRUPTCY CASE NO. 11-13036

<u>GRACEWAY PHARMACEUTICALS, LLC</u>

Pre-petition, DPT Laboratories, LTD. ("DPT") supplied goods to Graceway Pharmaceuticals, LLC ("Graceway"). DPT has previously filed its *Notice of Reclamation Demand and Administrative Expense Claim Under 11 U.S.C. § 503(b)(9) of DPT Laboratories, LTD.* (the "Reclamation Demand"), whereby DPT sought to reclaim the goods provided to Graceway during the 45 days prior to the Petition Date. Attached hereto as Exhibit "A" is a copy of the Reclamation Demand filed by DPT.

DPT asserts an administrative expense claim in the amount of $321,264.96 for product that was delivered to Graceway within twenty (20) days prior to the Petition Date. Attached hereto as Exhibit "B" are copies of the invoices relating to the products provided to Graceway.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	§	**CHAPTER 11**
	§	
GRACEWAY PHARMACEUTICALS, LLC, *et al.*[1],	§	**CASE NO. 11-13036 (MFW)**
	§	
	§	**Jointly Administered**
Debtor.	§	

NOTICE OF RECLAMATION DEMAND AND ADMINISTRATIVE EXPENSE CLAIM UNDER 11 U.S.C. §503(b)(9) OF DPT LABORATORIES, LTD.

TAKE NOTICE THAT DPT Laboratories, LTD ("DPT") hereby files this notice that by demand letter dated October 10, 2011, served on Graceway Pharmaceuticals, LLC ("Graceway"), DPT has asserted its demand for reclamation of goods pursuant to UCC §2-702 and 11 U.S.C. §546(c). Attached to this notice is a copy of the demand letter and a listing of the deliveries to Graceway by DPT on or after the 45-day period prior to September 29, 2011 (the "Petition Date"), the date of the commencement of these cases. Additionally, DPT asserts that certain goods were delivered to Graceway within the twenty (20) days prior to the Petition Date and thus DPT is entitled to assert an administrative expense claim under 11 U.S.C. §503(b)(9) in the amount of $322,432.00.

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Graceway Pharma Holding Corp., a Delaware corporation (9175); Graceway Holdings, LLC, a Delaware limited liability company (2502); Graceway Pharmaceuticals, LLC, a Delaware limited liability company (5385); Chester Valley Holdings, LLC, a Delaware limited liability company (9457); Chester Valley Pharmaceuticals, LLC, a Delaware limited liability company (3713); Graceway Canada Holdings, Inc., a Delaware corporation (6663); and Graceway International, Inc., a Delaware corporation (2399). The mailing address for Graceway Pharmaceuticals, LLC is 340 Martin Luther King Jr. Blvd., Suite 500, Bristol, TN 37620 (Attn: John Bellamy).

Dated: October 12, 2011

Respectfully submitted,

COX SMITH MATTHEWS INCORPORATED
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
(210) 554-5500
(210) 226-8395 (Fax)

By: *<u>/s/ Thomas Rice</u>*
Thomas Rice
Texas State Bar No. 24025613
trice@coxsmith.com
Patrick L. Huffstickler
Texas State Bar No. 10199250
phuffstickler@coxsmith.com

COUNSEL FOR DPT LABORATORIES, LTD.

CERTIFICATE OF SERVICE

I, Thomas Rice, do hereby certify that I am not less than 18 years old and that on this 12th day of October, 2011, I caused copies of the *Notice of Reclamation Demand and Administrative Expense Claim Under 11 U.S.C. § 503(b)(9) of DPT Laboratories, Ltd.* to be served either (1) electronically by the Court's PACER system or (2) to those parties listed below by U.S. First Class Mail, postage prepaid:

Michael R. Nestor
Kara Hammond Coyle
YOUNG CONAWAY STARGATT & TAYLOR, LLP
1000 West Street, 17th Floor
Wilmington, Delaware 19801

Davis S. Heller
Josef S. Athanas
Matthew L. Warren
LATHAM & WATKINS LLP
233 South Wacker Dr. Suite 5800
Chicago, IL 60606

Rafael Xavier Zahralddin-Aravena
Elliott Greenleaf
1105 North Market Street
Suite 1700
P.O. Box 2327
Wilmington, DE 19801

United States Trustee
844 King Street, Room 2207
Lockbox #35
Wilmington, DE 19899-0035

Under penalty of perjury, I declare the foregoing to be true and correct.

/s/ Thomas Rice
Thomas Rice

DPT

DPT Laboratories, Ltd.
318 McCullough
San Antonio, TX 78215
Tel: (210) 476-8150

VIA OVERNIGHT COURIER

October 10, 2011

John C. Bowles
Vice President and Corporate Counsel
Graceway Pharmaceuticals, LLC
340 Martin Luther King, Jr., Blvd., Ste. 500
Bristol, TN 37620

Re: **Reclamation Demand for Metronidazole Vaginal Gel**

Dear Mr. Bowles:

As of today, Graceway Pharmaceuticals, LLC ("Graceway") owes DPT Laboratories, LTD ("DPT") $440,560 for purchases of Metronidazole Vaginal Gel, 0.75%. The invoices are attached for your information. In light of the recent events, it appears that Graceway is insolvent. Consequently, pursuant to Section 2-702 of the Uniform Commercial Code, DPT hereby demands that Graceway return all products delivered in the past 45 days. The goods so delivered are described on the attached invoices. DPT demands that Graceway immediately segregate and return the identified product. Please contact us at your earliest convenience to arrange for the return of the product. Please be advised that DPT reserves any and all rights that it may have, including any set off rights, to ensure return of the described product and/or payment of any outstanding balance.

Sincerely,

DPT LABORATORIES, LTD.

Bruce Zboray

Bruce Zboray,
Sr. Director Commercial Services

BZ/encl

GRACEWAY PHARMACEUTICALS, LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

05/03/2011 14:38:55

Billing Address	Information	
Graceway Pharmaceuticals,	Purchase Order Number	4500009785
340 Martin Luther King Jr. Blvd,	Date	05/03/2011
Bristol, TN 37620	Vendor No.	300001
US	Currency	USD
Phone: (423)274-2100	Buyer	Supply Chain Inven
Fax: (423)274-2139	Phone	423-274-2100
Vendor Address	Ship Date	09/02/2011
DPT Laboratories, LTD		
12637 Collections Center Drive		
CHICAGO IL 60693		
USA		

Shipping Address : PRASCO LABORATORIES, 6125 Commerce Court, MASON OH 45040

Ship Via : Sunset Logistics

Terms of payment : Within 10 days Due net

Currency USD

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	100027 Metronidazole Vaginal Gel, 0.75% Int. Article No. 6699393570	52,800.00	EA	2.240000 / EA	118,272.00
	Net value incl. disc.				118,272.00
	Tax				0.00
	Total Amount				118,272.00
	total net value excl. tax	**USD**			**118,272.00**

SO# 108000033

INSTRUCTIONS TO VENDOR:
This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference.

SIGNATURE ______________________ DATE 03-MAY-2011

GRACEWAY
PHARMACEUTICALS LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

4500009785 / 05/03/2011

TERMS AND CONDITIONS

1. By accepting or filling this order Seller agrees to these terms and conditions, which shall prevail over any inconsistent provisions in any form or other paper submitted by Seller. This order shall constitute the entire agreement between the parties unless modified in writing by Buyer, provided however, that where express provisions on the front of this purchase order or in any other written agreement between Buyer and Seller expressly referenced on the front of this purchase order are inconsistent with any terms of paragraph 1 through 13 hereof, then said express provisions shall prevail.

2. Cash discount period shall be computed as commencing with receipt of invoice or of goods, whichever is received later.

3. Any invoice from vendor not containing all required information specified shall be subject to return to vendor for addition of missing information. Date of receipt of invoice shall be deemed to be the date on which completed invoice is received.

4. Goods delivered under this order shall be subject to inspection and test at Buyer's plant (or if purchased for export, at ultimate destination abroad). All or any part may be returned at Seller's expense for transportation and insurance both ways if found within a reasonable time from date of their opening to be defective or not in accordance with the order. In the case of latent defects, buyer may return all or any part at seller's expense for transportation and insurance both ways within a reasonable time after discovery of the defect. Acceptance of all or part of the goods, or payment therefore or failure to notify Seller promptly, shall not waive or affect any of Buyer's rights to cancel or return all or part of the goods, or recover damages, or recover upon Seller's warranties or agreements or indemnity.

5. Buyer may cancel all or any part of this order or may refuse to accept any goods, or may return any goods at Seller's expense, if Seller fails to deliver the goods within the time specified in this order (time being of the essence hereof), or fails to deliver all or any part of the goods in accordance with these terms. Acceptance of part of the order shall not obligate Buyer to accept later shipments, or affect its right to return goods already accepted.

6. Seller agrees to pay all taxes, tariff and import/export fees now or here after imposed by law upon or on account of the production, sale, shipment or use of any goods covered by this order

7. Graceway Pharmaceuticals, LLC is committed to creating a business climate that promotes diversity and is inclusive, respectful, and free from discrimination. To that end, Seller represents and warrants that all goods delivered under this order have been or will be produced in accordance with the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act, as amended; Executive Order 11246 of September 24, 1965; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974; section 503 of the Rehabilitation Act of 1973; the Occupational Safety and Health Act; and all other applicable federal, state or municipal laws, codes, regulations, rules and orders. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act, as amended." Seller agrees to indemnify Buyer and its customers and to hold Buyer and its customer harmless against all liabilities and expenses, including attorneys' fees, if Seller fails to comply with the foregoing, and in the event of such failure, Buyer may, in addition, cancel this order.

8. Seller will indemnify and hold Buyer and its customers harmless against all liabilities and expenses, including attorney's fees, arising from actual or claimed infringements of patent, trademark, copyright or other rights, misappropriation of trade secrets or breaches of confidential relationships with respect to all goods or services covered by this order

9. Seller warrants to the Buyer and its customers that all goods to be delivered under this order will be of merchantable quality, free from any latent or patent defects, will conform to Buyer's specifications or samples, and will be safe for its intended use. Seller will indemnify and hold Buyer and its customers harmless against all liability and expenses, including attorney's fees, arising from any breach of such warranty.

10. Unless otherwise stated in this order, no charge will be allowed for packing, boxing, cartage or insurance, and Seller shall prepay all shipping and insurance charges.

11. If no price is specified in this order, the goods or services shall be billed at the price last quoted by Buyer, or at the prevailing market price, whichever is lower.

12. Fire, flood, strikes, lock-out, epidemic, accident, shortage, of customarily used transportation equipment or suitable substitute or other causes beyond the reasonable control of the parties which prevent Seller from delivering or Buyer from receiving and/or using the product(s) covered by this order, shall operate to reduce or suspend deliveries during the period required to remove such cause. In the event of reduced deliveries by Seller under the provisions of this paragraph, Seller shall allocate its available supply of product among purchasers and Seller's divisions, departments, and affiliates on such basis that Buyer's percentage reduction will not be greater than the overall percentage reduction in total quantity of product.

Any deliveries suspended under this paragraph shall be canceled without liability and the order quantity shall be reduced by the quantities so omitted, however, Buyer may, at its option, extend the term of this order to permit partial or total delivery of the product not delivered because of such contingency in the event non-availability of raw materials causes Seller to reduce shipments to Buyer. Seller agrees to give Buyer the option to provide such raw materials to Seller at a price not to exceed market price if Buyer provides such raw materials to Seller at such price. Seller will increase deliveries of product to Buyer by the amount produced with the raw materials supplied by Buyer up to the quantity specified by the order.

13. To the extent that Seller's obligations hereunder require the performance of services by Seller or work to be done by Seller on Graceway Pharmaceuticals, LLC or on property under Graceway Pharmaceuticals, LLC control, Seller agrees:

a. To accept full responsibility for performing all work in a safe and cGMP compliant manner, so as not to jeopardize the safety of Graceway Pharmaceuticals, LLC personnel, property, or members of the general public.

b. To comply with and enforce all Graceway Pharmaceuticals, LLC safety and fire protection regulations and all applicable federal, state and municipal safety regulations, building codes or ordinances.

c. To indemnify and hold Graceway Pharmaceuticals, LLC harmless against all liability and expenses arising from any actual or claimed injuries or property damages resulting from Seller's work being done on Graceway Pharmaceuticals, LLC is property.

For purposes of this paragraph the term Seller shall be deemed to include a contractor and subcontractor.

14. Vendor is to seal all full vehicle shipments and the seal numbers are to appear on the bill of lading.

ORDER ACKNOWLEDGEMENT

Original

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

Delivery Address
Prasco Laboratories
6125 Commerce Court
MASON, OH 45040

10-03-11

We thank you for your order.

Business Partner: C721 GRACEWAY PHARMACEUTICALS, LLC
Sales Order : 108000033
Order Date : 05-03-2011
Protocol : 4500009785
Reference :
Customer PO# : 4500009785

Position	Item	Planned Dlv Date	Quantity Unit	Price Unit	Discount	Amount
10	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		09-02-11	17448.0000 EA	2.2400 USD EA		39083.52
Source Lot : DGEM			Serial Number :			
20	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		09-02-11	17520.0000 EA	2.2400 USD EA		39244.80
Source Lot : DGEN			Serial Number :			
30	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		09-02-11	17664.0000 EA	2.2400 USD EA		39567.36
Source Lot : DGEP			Serial Number :			

Goods
117895.68

Total USD
117895.68

DPT LABORATORIES, LTD.
307 E. Josephine, San Antonio, Tx 78215
(210) 223-3281 Fax (210) 223-2272

REMIT TO: **DPT LABORATORIES, LTD.**
SAN ANTONIO
12637 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Sales Invoice

Original

Ship to :
Prasco Laboratories
6125 Commerce Court
MASON, OH 45040

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

ales Order : 200 108000033 Customer Order/Ref: Date: 09-06-2011
usiness Partner:C721 Invoice: SLS/10024638 Customer Order: 4500009785
arrier/LSP: Terms of Delivery: Terms of Payment: Net 30

ine Item Description	Delivery Date	Quantity	Unit	Price	Discount	Amount In USD
10 6699393570 METRONIDAZOLE VAG GEL,0.75%70g Lot: DGBM Lot Qty: 17448	09-06-2011	17448.0000	EA	2.2400		39,083.52
20 6699393570 METRONIDAZOLE VAG GEL,0.75%70g Lot: DGEN Lot Qty: 17520	09-06-2011	17520.0000	EA	2.2400		39,244.80
30 6699393570 METRONIDAZOLE VAG GEL,0.75%70g Lot: DGBP Lot Qty: 17664	09-06-2011	17664.0000	EA	2.2400		39,567.36
				Subtotal	:	117,895.68

Goods	Total
117895.68	117,895.68

lease state with your payment : SLS/10024638

ACCOUNTING #4

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/928

AGENT'S NO.	SHIPPER'S NO.
C721	108000033

SOLD TO
GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400

NAME OF CARRIER: STEGER TRUCKING
ORDER DATE: 09-06-2011

SPECIAL INSTRUCTIONS
TRL#R5323

09-06-11

SHIP TO
Delivery Address
Prasco Laboratories
6125 Commerce Court
MASON, OH 45040
USA

727 cs/12 PLTS.

PO Number : 4500009785
**** PROTECT FROM FREEZING ****
PROTECT FROM FREEZING

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

OK FR 09-06-11

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
6699393570	17448.000EA 24.000EA 05B61B		DGEM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 24.000 EA 07-31-2014
6699393570	17448.000EA 1584.000EA 02B21B		DGEM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 07-31-2014
6699393570	17448.000EA 1584.000EA 02F21B		DGEM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 07-31-2014
6699393570	17448.000EA 1584.000EA 03B30B		DGEM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 07-31-2014
6699393570	17448.000EA 1584.000EA 03B45B		DGEM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 07-31-2014
6699393570	17448.000EA 1584.000EA 03B47B		DGEM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 07-31-2014

GW
9/6/11

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW | SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL

CS 2193
PCT 36
WT 19,228

8-03

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDPTREG/BCB/928

AGENT'S NO.	SHIPPER'S NO.
C721	108000038

SOLD TO:
GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620
USA

09-06-11

NAME OF CARRIER

09-06-2011
ORDER DATE

SPECIAL INSTRUCTIONS

SHIP TO:
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

730 cs/12 PLTS.

PO NUMBER: 4500009785

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

* * * * * PROTECT FROM FREEZING * * * * *

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
				OK FR 09-06-11 EXP.
6699393570	17520.000EA 96.000EA	03F31B	DGEN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 96.000 EA 07-31-2014
6699393570	17520.000EA 1584.000EA	02B20A	DGEN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 07-31-2014
6699393570	17520.000EA 1584.000EA	02F20A	DGEN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 07-31-2014
6699393570	17520.000EA 1584.000EA	02F20B	DGEN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 07-31-2014
6699393570	17520.000EA 1584.000EA	03B15A	DGEN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 07-31-2014
6699393570	17520.000EA 1584.000EA	03B31B	DGEN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 07-31-2014

9/6/11

SHIPMENT COMPLETE or PARTIAL BALANCE TO FOLLOW: SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL

TOTAL WEIGHT
6401#

8-03

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/928

ACCOUNTING

AGENT'S NO.	SHIPPER'S NO.
C721	108000033

NAME OF CARRIER

09-06-2011
ORDER DATE

SPECIAL INSTRUCTIONS

SOLD TO
GRACEWAY PHARMACEUTICASLS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

JJO 09-06-11

SHIP TO
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

736 cs / 12 PLTS.

PO NUMBER: 4500009785

* * * * * PROTECT FROM FREEZING * * * * *

"The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

OK FR 09-06-11

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION			EXP.
6699393570	17664.000EA 792.000EA	07F24A	DGEP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30	792.000	EA	07-31-2014
6699390570	17664.000EA 1032.000EA	08F38B	DGEP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30	1032.000	EA	07-31-2014
6699390570	17664.000EA 1584.000EA	07B24A	DGEP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30	1584.000	EA	07-31-2014
6699393570	17664.000EA 1584.000EA	07B24B	DGEP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30	1584.000	EA	07-31-2014
6699393570	17664.000EA 1584.000EA	07B24C	DGEP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30	1584.000	EA	07-31-2014
6699390570	17664.000EA 1584.000EA	07B24D	DGEP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30	1584.000	EA	07-31-2014

SHIPMENT COMPLETE OR PARTIAL BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL

TOTAL WEIGHT
6450#

9/6/11

8-03

STRAIGHT BILL OF LADING- SHORT FORM - Original - Not Negotiable

BOL#: 108000033
Date: 09/06/2011
Page: 1 of 1

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

STEGER TRUCKING Carrier

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER (FROM)

DPT LABORATORIES, LTD-DEA#RD0259348
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO,TEXAS 78235

PRO #:

DPT
A DFB COMPANY

CONSIGNEE (SHIP TO)

PRASCO
6125 COMMERCE COURT
MASON, OHIO 45040

CUST. ORDER#: 4500009785 **OUR ORDER#:** 108000033

Special Instructions:
KEEP TEMPERATURE 68°- 77° F.

SEND FREIGHT BILL TO: (if different than shipper above)

Freight charges are:
COLLECT

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

NO. PKGS	UM	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (subject to correction)	CLASS
2193	CASE		MEDICINES, N.O.S.	19228	
			METRONIDAZOLE VAG GEL 0.75% 70 G		
			LOT:DGEM QTY:17448 CS:727 PLTS:12		
			LOT:DGEN QTY:17520 CS:730 PLTS:12		
			LOT:DGEP QTY:17664 CS:736 PLTS:12		
			TRAILER INSPECTED BY: [signature] TRAILER LOADED BY: [signature]		
2193			ON 36 STRETCHWRAPPED PALLETS	19228 LBS	TOTALS

MARK "X" IN THE HM COLUMN TO DESIGNATE HAZARDOUS MATERIALS AS DEFINED IN DOT REGULATIONS

Trailer Number: R5323
Seal Number: 12736

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby stated by the shipper to be not exceeding

_______________ PER _______________

† "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification."

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

EMERGENCY RESPONSE NUMBER: 1-800-424-9300
CONTACT: CHEMTREC

PLACARDS REQUIRED	SUPPLIED BY DRIVER
	N

SHIPPER'S CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per [signature]

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348

PER: ERNEST DUENEZ [signature]

Shipper Phone # / Fax # / E-mail
210-531-7190 210-531-7284

1

Received by: PRASCO

Carrier/Driver STEGER TRUCKING
X [signature] 9-6-11
Receiving & Carrier Signatures Date

v5.04

GRACEWAY PHARMACEUTICALS, LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

04/01/2011 05:41:11

Purchase order

Billing Address
Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US
Phone: (423)274-2100
Fax: (423)274-2139

Vendor Address
DPT Laboratories, LTD
12637 Collections Center Drive
CHICAGO IL 60693
USA

Information

Purchase Order Number	4500009526
Date	04/01/2011
Vendor No.	300001
Currency	USD
Buyer	Supply Chain Inven
Phone	423-274-2100
Ship Date	09/19/2011

Shipping Address : Graceway Pharmaceuticals, LLC.
Distribution Plant - License # 2626
881 Mountain View Drive
PINEY FLATS TN 37686

Ship Via : Sunset Logistics

Terms of payment : Within 10 days Due net

Currency USD

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	110003 METROGEL-VAGINAL 0.75% TUBE W/APPLICATOR Int. Article No. 2933620025	35,200.00	EA	2.440000 / EA	85,888.00
	Net value incl. disc.				85,888.00
	Tax				0.00
	Total Amount				85,888.00
	total net value excl. tax	**USD**			**85,888.00**

INSTRUCTIONS TO VENDOR:
This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference.

SIGNATURE ______________________ DATE 01-Apr-2011

GRACEWAY
PHARMACEUTICALS LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

04/01/2011 05:41:11

Purchase order

PO number/date 4500009526 / 04/01/2011

TERMS AND CONDITIONS

1. By accepting or filling this order Seller agrees to these terms and conditions, which shall prevail over any inconsistent provisions in any form or other paper submitted by Seller. This order shall constitute the entire agreement between the parties unless modified in writing by Buyer, provided however, that where express provisions on the front of this purchase order or in any other written agreement between Buyer and Seller expressly referenced on the front of this purchase order are inconsistent with any terms of paragraph 1 through 13 hereof, then said express provisions shall prevail.

2. Cash discount period shall be computed as commencing with receipt of invoice or of goods, whichever is received later.

3. Any invoice from vendor not containing all required information specified shall be subject to return to vendor for addition of missing information. Date of receipt of invoice shall be deemed to be the date on which completed invoice is received.

4. Goods delivered under this order shall be subject to inspection and test at Buyer's plant (or if purchased for export, at ultimate destination abroad). All or any part may be returned at Seller's expense for transportation and insurance both ways if found within a reasonable time from date of their opening to be defective or not in accordance with the order. In the case of latent defects, buyer may return all or any part at seller's expense for transportation and insurance both ways within a reasonable time after discovery of the defect. Acceptance of all or part of the goods, or payment therefore or failure to notify Seller promptly, shall not waive or affect any of Buyer's rights to cancel or return all or part of the goods, or recover damages, or recover upon Seller's warranties or agreements or indemnity.

5. Buyer may cancel all or any part of this order or may refuse to accept any goods, or may return any goods at Seller's expense, if Seller fails to deliver the goods within the time specified in this order (time being of the essence hereof), or fails to deliver all or any part of the goods in accordance with these terms. Acceptance of part of the order shall not obligate Buyer to accept later shipments, or affect its right to return goods already accepted.

6. Seller agrees to pay all taxes, tariff and import/export fees now or here after imposed by law upon or on account of the production, sale, shipment or use of any goods covered by this order.

7. Graceway Pharmaceuticals, LLC is committed to creating a business climate that promotes diversity and is inclusive, respectful, and free from discrimination. To that end, Seller represents and warrants that all goods delivered under this order have been or will be produced in accordance with the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act as amended; Executive Order 11246 of September 24, 1965; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974; section 503 of the Rehabilitation Act of 1973; the Occupational Safety and Health Act; and all other applicable federal, state or municipal laws, codes, regulations, rules and orders. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act, as amended." Seller agrees to indemnify Buyer and its customers and to hold Buyer and its customer harmless against all liabilities and expenses, including attorneys' fees, if Seller fails to comply with the foregoing, and in the event of such failure, Buyer may, in addition, cancel this order.

8. Seller will indemnify and hold Buyer and its customers harmless against all liabilities and expenses, including attorney's fees, arising from actual or claimed infringements of patent, trademark, copyright or other rights, misappropriation of trade secrets or breaches of confidential relationships with respect to all goods or services covered by this order

9. Seller warrants to the Buyer and its customers that all goods to be delivered under this order will be of merchantable quality, free from any latent or patent defects, will conform to Buyer's specifications or samples, and will be safe for its intended use. Seller will indemnify and hold Buyer and its customers harmless against all liability and expenses, including attorney's fees, arising from any breach of such warranty.

10. Unless otherwise stated in this order, no charge will be allowed for packing, boxing, cartage or insurance, and Seller shall prepay all shipping and insurance charges.

11. If no price is specified in this order, the goods or services shall be billed at the price last quoted by Buyer, or at the prevailing market price, whichever is lower.

12. Fire, flood, strikes, lock-out, epidemic, accident, shortage, of customarily used transportation equipment or suitable substitute or other causes beyond the reasonable control of the parties which prevent Seller from delivering or Buyer from receiving and/or using the product(s) covered by this order, shall operate to reduce or suspend deliveries during the period required to remove such cause. In the event of reduced deliveries by Seller under the provisions of this paragraph, Seller shall allocate its available supply of product among purchasers and Seller's divisions, departments, and affiliates on such basis that Buyer's percentage reduction will not be greater than the overall percentage reduction in total quantity of product.

Any deliveries suspended under this paragraph shall be canceled without liability and the order quantity shall be reduced by the quantities so omitted, however, Buyer may, at its option, extend the term of this order to permit partial or total delivery of the product not delivered because of such contingency in the event non-availability of raw materials causes Seller to reduce shipments to Buyer. Seller agrees to give Buyer the option to provide such raw materials to Seller at a price not to exceed market price if Buyer provides such raw materials to Seller at such price. Seller will increase deliveries of product to Buyer by the amount produced with the raw materials supplied by Buyer up to the quantity specified by the order.

13. To the extent that Seller's obligations hereunder require the performance of services by Seller or work to be done by Seller on Graceway Pharmaceuticals, LLC or on property under Graceway Pharmaceuticals, LLC control, Seller agrees:

a. To accept full responsibility for performing all work in a safe and cGMP compliant manner, so as not to jeopardize the safety of Graceway Pharmaceuticals, LLC personnel, property, or members of the general public.

b. To comply with and enforce all Graceway Pharmaceuticals, LLC safety and fire protection regulations and all applicable federal, state and municipal safety regulations, building codes or ordinances.

c. To indemnify and hold Graceway Pharmaceuticals, LLC harmless against all liability and expenses arising from any actual or claimed injuries or property damages resulting from Seller's work being done on Graceway Pharmaceuticals, LLC is property.

For purposes of this paragraph the term Seller shall be deemed to include a contractor and subcontractor.

14. Vendor is to seal all full vehicle shipments and the seal numbers are to appear on the bill of lading.

ORDER ACKNOWLEDGEMENT   Original

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

Delivery Address
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
Dist. Plant- License #2626
PINEY FLATS, TN 37686

10-03-11

We thank you for your order.

Business Partner: C721 GRACEWAY PHARMACEUTICALS, LLC
Sales Order : 111000004
Order Date : 04-01-2011
Protocol : 4500009526
Reference :
Customer PO# : 4500009526

Position	Item	Planned Dlv Date	Quantity Unit	Price Unit	Discount	Amount
10	2933620025 METROGEL VAGINAL, 70 g	09-19-11	17400.0000 EA	2.4400 USD EA		42456.00
Source Lot : DHET	Serial Number :					
20	2933620025 METROGEL VAGINAL, 70 g	09-19-11	17520.0000 EA	2.4400 USD EA		42748.80
Source Lot : DHEU	Serial Number :					

Goods	Total USD
85204.80	85204.80

DPT LABORATORIES, LTD.
307 E. Josephine, San Antonio, Tx 78215
(210) 223-3281 Fax (210) 223-2272

REMIT TO: **DPT LABORATORIES, LTD.**
SAN ANTONIO
12637 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Sales Invoice

Original

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

Ship to :
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
Dist. Plant- License #2626
PINEY FLATS, TN 37686

ales Order : 200 111000004 Customer Order/Ref: Date: 09-12-2011
usiness Partner:C721 Invoice: SLS/10024651 Customer Order: 4500009526
arrier/LSP: Terms of Delivery: Terms of Payment: Net 30

ine Item Description	Delivery Date	Quantity	Unit	Price	Discount	Amount In USD
10 2933620025 METROGEL VAGINAL, 70 g Lot: DHBT Lot Qty: 17400	09-12-2011	17400.0000	EA	2.4400		42,456.00
20 2933620025 METROGEL VAGINAL, 70 g Lot: DHEU Lot Qty: 17520	09-12-2011	17520.0000	EA	2.4400		42,748.80
				Subtotal	:	85,204.80

Goods	Total
85204.80	85,204.80

'lease state with your payment : SLS/10024651

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/938

AGENT'S NO.	SHIPPER'S NO.
C721	111000004

SOLD TO
GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400

NAME OF CARRIER: Atlantic Transport, inc.

09-07-2011
ORDER DATE

SPECIAL INSTRUCTIONS
(Temp Monitor) TRL#6789

09-09-11

Delivery Address
SHIP TO
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
Dist. Plant- License #2626
PINEY FLATS, TN 37686
USA

725 cs on 11 plts.

PO Number : 4500009526
****PROTECT FROM FREEZING****

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

OK RA 9/9/11

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION				
2933620025	17400.000EA			METROGEL VAGINAL, 70 g				
	1560.000EA	03B62A	DHET	Pos: 10	1560.000	EA	07-31-2014	
2933620025	17400.000EA			METROGEL VAGINAL, 70 g				
	1584.000EA	03B48B	DHET	Pos: 10	1584.000	EA	07-31-2014	
2933620025	17400.000EA			METROGEL VAGINAL, 70 g				
	1584.000EA	03B50B	DHET	Pos: 10	1584.000	EA	07-31-2014	
2933620025	17400.000EA			METROGEL VAGINAL, 70 g				
	1584.000EA	03B52A	DHET	Pos: 10	1584.000	EA	07-31-2014	
2933620025	17400.000EA			METROGEL VAGINAL, 70 g				
	1584.000EA	03B66B	DHET	Pos: 10	1584.000	EA	07-31-2014	
2933620025	17400.000EA			METROGEL VAGINAL, 70 g				
	1584.000EA	03F48B	DHET	Pos: 10	1584.000	EA	07-31-2014	

NJ
9-12-11

CS: 1455
Pl: 23
Wt: 13,111#

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MA... ONE LOCATION

TOTAL WEIGHT
6512#

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

Laura D.

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDPTREG/BCB/938

AGENT'S NO.	SHIPPER'S NO.
C721	111000004

NAME OF CARRIER

09-07-2011
ORDER DATE

SPECIAL INSTRUCTIONS

SOLD TO
GRACEWAY PHARMACEUTICALS,LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

09-09-11

SHIP TO
Delivery Address
GRACEWAY PHARMACUTICALS, INC.
881 MOUNTAIN VIEW RD
DIST. PLANT-LICENSE #2626
PINEY FLATS, TN 37686

730cs on 12 plts.

PO# : 4500009526

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

* * * * * **PROTECT FROM FREEZING** * * * * *

OK RA 9/9/11

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
2933620025	17520.000EA 1584.000EA	10B46A	DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA	10B56A	DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA	10F56A	DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA	15B04B	DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA	15F18B	DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014

Delivery : INSPECTION: Weight: 12082.320

no 9-12-11

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT
ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.				6599#

x24 8.30

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BOL#: 111000004
Date: 09/12/2011
Page: 1 of 1

ATLANTIC TRANSPORT, INC. Carrier

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER (FROM)

DPT LABORATORIES, LTD-DEA#RD0259348
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO,TEXAS 78235

PRO #:

DPT
A DFB COMPANY

CONSIGNEE (SHIP TO)

GRACEWAY PHARMACEUTICALS INC.
881 MOUNTAIN VIEW RD
DIST. PLANT- LICENSE #2626
PINEY FLATS, TN 37686
HERSHEL BLESSING 423-943-6331

CUST. ORDER#: 4500009526 **OUR ORDER#:** 111000004

Special Instructions:
** KEEP TEMPERATURE 59°- 86° F. *** MONITOR ACTIVATED BY: 9/8

Third Party Billing Information

GRACEWAY PHARMACEUTICALS, LLC
SUITE 400
340 MARTIN LUTHER KING JR BLVD.
BRISTOL, TN. 37620

Freight charges are: **3RD PARTY**

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

NO. PKGS	UM	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (subject to correction)	CLASS
1455	CASE		PHARMACEUTICALS	13111	
			METROGEL VAGINAL, 70 GM		
			LOT: DHET QTY: 17400 CS: 725 PL: 11		
			LOT: DHEU QTY: 17520 CS: 730 PL: 12		
			TRAILER INSPECTED BY:		
			TRAILER LOADED BY:		
1455			ON 23 STRETCHWRAPPED PALLETS	13111 LBS	TOTALS

MARK "X" IN THE HM COLUMN TO DESIGNATE HAZARDOUS MATERIALS AS DEFINED IN DOT REGULATIONS

Trailer Number: 6789
Seal Number: 12740

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby stated by the shipper to be not exceeding

PER

* "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classifications."

* Shipper's imprint in lieu if stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

SHIPPER'S CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per

EMERGENCY RESPONSE NUMBER: 1-800-424-9300
CONTACT: CHEMTREC
PLACARDS REQUIRED SUPPLIED BY DRIVER
N

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348

PER: ELLSWORTH MCCANN

Shipper Phone # / Fax # / E-mail
210-531-7190 210-531-7284

1

Received by: GRACEWAY PHARMACEUTICALS INC.

Carrier/Driver: ATLANTIC TRANSPORT, INC.

9-12-11

Receiving & Carrier Signatures Date

v5.04

Star Bill of Lading Software - www.starbol.com

PDF 9-12-11

GRACEWAY PHARMACEUTICALS LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

06/08/2011 09:36:48

Billing Address	Information	
Graceway Pharmaceuticals,	Purchase Order Number	4500010126
340 Martin Luther King Jr. Blvd,	Date	06/08/2011
Bristol, TN 37620	Vendor No.	300001
US	Currency	USD
Phone: (423)274-2100	Buyer	Supply Chain Inven
Fax: (423)274-2139	Phone	423-274-2100
Vendor Address	Ship Date	10/07/2011
DPT Laboratories, LTD		
12637 Collections Center Drive		
CHICAGO IL 60693		
USA		

Shipping Address : PRASCO LABORATORIES
6125 Commerce Court
MASON OH 45040

Ship Via : Sunset Logistics

Terms of payment : Within 10 days Due net

Currency USD

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	100027 Metronidazole Vaginal Gel, 0.75% Int. Article No. 6699393570	105,600.00	EA	2.240000 / EA	236,544.00
	Net value incl. disc.				236,544.00
	Tax				0.00
	Total Amount				236,544.00
	total net value excl. tax		**USD**		**236,544.00**

SO# 108000050

INSTRUCTIONS TO VENDOR:
This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference.

SIGNATURE ____________ DATE 08·June·2011

GRACEWAY
PHARMACEUTICALS LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

4500010126 / 06/08/2011

TERMS AND CONDITIONS

1. By accepting or filling this order Seller agrees to these terms and conditions, which shall prevail over any inconsistent provisions in any form or other paper submitted by Seller. This order shall constitute the entire agreement between the parties unless modified in writing by Buyer, provided however, that where express provisions on the front of this purchase order or in any other written agreement between Buyer and Seller expressly referenced on the front of this purchase order are inconsistent with any terms of paragraph 1 through 13 hereof, then said express provisions shall prevail.

2. Cash discount period shall be computed as commencing with receipt of invoice or of goods, whichever is received later.

3. Any invoice from vendor not containing all required information specified shall be subject to return to vendor for addition of missing information. Date of receipt of invoice shall be deemed to be the date on which completed invoice is received.

4. Goods delivered under this order shall be subject to inspection and test at Buyer's plant (or if purchased for export, at ultimate destination abroad). All or any part may be returned at Seller's expense for transportation and insurance both ways if found within a reasonable time from date of their opening to be defective or not in accordance with the order. In the case of latent defects, buyer may return all or any part at seller's expense for transportation and insurance both ways within a reasonable time after discovery of the defect. Acceptance of all or part of the goods, or payment therefore or failure to notify Seller promptly, shall not waive or affect any of Buyer's rights to cancel or return all or part of the goods, or recover damages, or recover upon Seller's warranties or agreements or indemnity.

5. Buyer may cancel all or any part of this order or may refuse to accept any goods, or may return any goods at Seller's expense, if Seller fails to deliver the goods within the time specified in this order (time being of the essence hereof), or fails to deliver all or any part of the goods in accordance with these terms. Acceptance of part of the order shall not obligate Buyer to accept later shipments, or affect its right to return goods already accepted.

6. Seller agrees to pay all taxes, tariff and import/export fees now or here after imposed by law upon or on account of the production, sale, shipment or use of any goods covered by this order.

7. Graceway Pharmaceuticals, LLC is committed to creating a business climate that promotes diversity and is inclusive, respectful, and free from discrimination. To that end, Seller represents and warrants that all goods delivered under this order have been or will be produced in accordance with the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act, as amended; Executive Order 11246 of September 24, 1965; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974; section 503 of the Rehabilitation Act of 1973; the Occupational Safety and Health Act; and all other applicable federal, state or municipal laws, codes, regulations, rules and orders. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act, as amended." Seller agrees to indemnify Buyer and its customers and to hold Buyer and its customer harmless against all liabilities and expenses, including attorneys' fees, if Seller fails to comply with the foregoing, and in the event of such failure, Buyer may, in addition, cancel this order.

8. Seller will indemnify and hold Buyer and its customers harmless against all liabilities and expenses, including attorney's fees, arising from actual or claimed infringements of patent, trademark, copyright or other rights, misappropriation of trade secrets or breaches of confidential relationships with respect to all goods or services covered by this order.

9. Seller warrants to the Buyer and its customers that all goods to be delivered under this order will be of merchantable quality, free from any latent or patent defects, will conform to Buyer's specifications or samples, and will be safe for its intended use. Seller will indemnify and hold Buyer and its customers harmless against all liability and expenses, including attorney's fees, arising from any breach of such warranty.

10. Unless otherwise stated in this order, no charge will be allowed for packing, boxing, cartage or insurance, and Seller shall prepay all shipping and insurance charges.

11. If no price is specified in this order, the goods or services shall be billed at the price last quoted by Buyer, or at the prevailing market price, whichever is lower.

12. Fire, flood, strikes, lock-out, epidemic, accident, shortage, of customarily used transportation equipment or suitable substitute or other causes beyond the reasonable control of the parties which prevent Seller from delivering or Buyer from receiving and/or using the product(s) covered by this order, shall operate to reduce or suspend deliveries during the period required to remove such cause. In the event of reduced deliveries by Seller under the provisions of this paragraph, Seller shall allocate its available supply of product among purchasers and Seller's divisions, departments, and affiliates on such basis that Buyer's percentage reduction will not be greater than the overall percentage reduction in total quantity of product.

Any deliveries suspended under this paragraph shall be canceled without liability and the order quantity shall be reduced by the quantities so omitted, however, Buyer may, at its option, extend the term of this order to permit partial or total delivery of the product not delivered because of such contingency in the event non-availability of raw materials causes Seller to reduce shipments to Buyer. Seller agrees to give Buyer the option to provide such raw materials to Seller at a price not to exceed market price if Buyer provides such raw materials to Seller at such price. Seller will increase deliveries of product to Buyer by the amount produced with the raw materials supplied by Buyer up to the quantity specified by the order.

13. To the extent that Seller's obligations hereunder require the performance of services by Seller or work to be done by Seller on Graceway Pharmaceuticals, LLC or on property under Graceway Pharmaceuticals, LLC control, Seller agrees:

a. To accept full responsibility for performing all work in a safe and cGMP compliant manner, so as not to jeopardize the safety of Graceway Pharmaceuticals, LLC personnel, property, or members of the general public.

b. To comply with and enforce all Graceway Pharmaceuticals, LLC safety and fire protection regulations and all applicable federal, state and municipal safety regulations, building codes or ordinances.

c. To indemnify and hold Graceway Pharmaceuticals, LLC harmless against all liability and expenses arising from any actual or claimed injuries or property damages resulting from Seller's work being done on Graceway Pharmaceuticals, LLC's property.

For purposes of this paragraph the term Seller shall be deemed to include a contractor and subcontractor.

14. Vendor is to seal all full vehicle shipments and the seal numbers are to appear on the bill of lading.

ORDER ACKNOWLEDGEMENT

Original

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

Delivery Address
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

10-03-11

We thank you for your order.

Business Partner: C721 GRACEWAY PHARMACEUTICALS, LLC
Sales Order : 108000050
Order Date : 06-09-2011
Protocol : 45000010126
Reference :
Customer PO# : 45000010126

Position	Item	Planned Dlv Date	Quantity Unit	Price Unit	Discount	Amount
10	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		10-07-11	17136.0000 EA	2.2400 USD EA		38384.64
Source Lot : DKCM			Serial Number :			
20	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		10-07-11	18072.0000 EA	2.2400 USD EA		40481.28
Source Lot : DKCN			Serial Number :			
30	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		10-07-11	17208.0000 EA	2.2400 USD EA		38545.92
Source Lot : DKCP			Serial Number :			
40	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		10-07-11	17616.0000 EA	2.2400 USD EA		39459.84
Source Lot : DKDL			Serial Number :			
50	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		10-07-11	17592.0000 EA	2.2400 USD EA		39406.08
Source Lot : DKDM			Serial Number :			
60	6699393570		METRONIDAZOLE VAG.GEL,0.75%70g			
		10-07-11	17760.0000 EA	2.2400 USD EA		39782.40

Business Partner: C721 Order: 108000050 Date: 10-03-11

Position	Item	Planned Dlv Date	Quantity Unit	Price Unit	Discount	Amount

Source Lot : DKDN Serial Number :

Goods	Total USD
236060.16	236060.16

DPT LABORATORIES, LTD.
307 E. Josephine, San Antonio, Tx 78215
(210) 223-3281 Fax (210) 223-2272

REMIT TO: **DPT LABORATORIES, LTD.**
SAN ANTONIO
12637 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Sales Invoice | Original

Ship to :
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

Sales Order : 200 108000050 Customer Order/Ref: Date: 09-27-2011
Business Partner:C721 Invoice: SLS/10024717 Customer Order: 45000010126
Carrier/LSP: Terms of Delivery: Terms of Payment: Net 30

Line Item Description	Delivery Date	Quantity	Unit	Price	Discount	Amount In USD
10 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKCM Lot Qty: 17136	09-27-2011	17136.0000	EA	2.2400		38,384.64
20 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKCN Lot Qty: 18072	09-27-2011	18072.0000	EA	2.2400		40,481.28
30 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKCP Lot Qty: 17208	09-27-2011	17208.0000	EA	2.2400		38,545.92
40 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKDL Lot Qty: 17616	09-27-2011	17616.0000	EA	2.2400		39,459.84
50 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKDM Lot Qty: 17592	09-27-2011	17592.0000	EA	2.2400		39,406.08

DPT LABORATORIES, LTD.
307 E. Josephine, San Antonio, Tx 78215
(210) 223-3281 Fax (210) 223-2272

REMIT TO: **DPT LABORATORIES, LTD.**
SAN ANTONIO
12637 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Sales Invoice

Sales Order : 200 108000050 Customer Order/Ref: Date: 09-27-2011
Business Partner:C721 Invoice: SLS/10024717 Customer Order: 45000010126
Carrier/LSP: Terms of Delivery: Terms of Payment: Net 30

Line Item Description	Delivery Date	Quantity	Unit	Price	Discount	Amount In USD
60 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKDN Lot Qty: 17760	09-27-2011	17760.0000	EA	2.2400		39,782.40
				Subtotal	:	236,060.16

Goods	Total
236060.16	236,060.16

Please state with your payment : SLS/10024717

SELLER: DPT LABORATORIES, LTD.
307 E JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

ACCOUNTING #1

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/999

AGENT'S NO	SHIPPER'S NO.
C721	108000050-A

SOLD TO
GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400

NAME OF CARRIER: WAYNE HOWE TRUCKING
ORDER DATE: 09-26-2011

SPECIAL INSTRUCTIONS
TRL #816

09-26-11

SHIP TO
Delivery Address
PRASCO LABORA RIES
6125 COMMERCE URT
MASON, OH 15 .0
USA

2184 cs/34 PLTS.

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

PO Number . 150J0010126

OK 9-27-11

*** PROTECT FROM FREEZING * * *

714 cs/11 PLTS

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION				EXP
6699393570	17136.000EA 1296.000EA	06B63A	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	10	1296.000	EA	08-31-2014
6699393570	17136.000EA 1584.000EA	06B62B	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	10	1584.000	EA	08-31-2014
6699393570	17136.000EA 1584.000EA	06B63B	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	10	1584.000	EA	08-31-2014
6699393570	17136.000EA 1584.000EA	06F61A	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	10	1584.000	EA	08-31-2014
6699393570	17136.000EA 1584.000EA	06F62B	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	10	1584.000	EA	08-31-2014
6699393570	17136.000EA 1584.000EA	06F63B	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	10	1584.000	EA	08-31-2014

WP 9/27/11

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT
				19,067#

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

8.03

SELLER: OPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: OPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDPTREG/BCB/999

AGENTS NO	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid"

PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE		SLOT	LOT	DESCRIPTION
6699393570	17136.000EA 1584.000EA	07B61B	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA 1584.000EA	07F61A	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA 1584.000EA	07F61B	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA 1584.000EA	07F62A	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA 1584.000EA	07F62C	DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	18072.000EA 648.000EA	09B14C	DKCN	753 cs/12 PLTS. EXP. METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 648.000 EA 08-31-2014 9-27-11

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION | TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER	09-26-2011
	ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

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PER

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PREPAID

*** * * * PROTECT FROM FREEZING * * * ***

PRODUCT CODE	[illegible]	SPOT	LOT	DESCRIPTION
6699393570	18072.000EA 1584.000EA	04B35C	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA	04F35C	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA	05B60D	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA	05B61B	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA	05B65B	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA	05B65C	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW	SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78216

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

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If charges are to be prepaid write or stamp here, "To be Prepaid"

PREPAID

SHIP TO

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE	QUANTITY	SLOT	TO	DESCRIPTION				
6699393570	18072.000EA 1584.000EA	05F60D	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	20	1584.000	EA	08-31-2014
6699393570	18072.000EA 1584.000EA	05F61B	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	20	1584.000	EA	08-31-2014
6699393570	18072.000EA 1584.000EA	05F65B	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	20	1584.000	EA	08-31-2014
6699393570	18072.000EA 1584.000EA	05F65C	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	20	1584.000	EA	08-31-2014
6699393570	18072.000EA 1584.000EA	09B13C	DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	20	1584.000	EA	08-31-2014
6699393570	17208.000EA 1368.000EA	06F65A	DKCP	717 cs / 11 PLTS METRONIDAZOLE VAG.GEL,0.75%70g Pos:	30	1368.000	EA	EXP 08-31-2014

SHIPMENT: COMPLETE or PARTIAL BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION

TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER	09-26-2011
	ORDER DATE

SPECIAL INSTRUCTIONS

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PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION	
6699393570	17208.000EA 1584.000EA	06B59A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA	08-31-2014
6699393570	17208.000EA 1584.000EA	06B59B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA	08-31-2014
6699393570	17208.000EA 1584.000EA	06B65A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA	08-31-2014
6699393570	17208.000EA 1584.000EA	06B65B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA	08-31-2014
6699393570	17208.000EA 1584.000EA	06F57B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA	08-31-2014
6699393570	17208.000EA 1584.000EA	06F59A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA	08-31-2014

SHIPMENT		COMPLETE OR		PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

SELLER: OPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: OPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

ACCOUNTING

AGENTS NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER	09-26-2011
	ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

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PER

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PER

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PREPAID

* * * * * PROTECT FROM FREEZING * * * * *

PRODUCT CODE	[illegible]	SLOT	LOT	DESCRIPTION
6699393570	17208.000EA 1584.000EA	06F59B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06F63A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06F65B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06F68A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

SHIPMENT	COMPLETE OR	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

STRAIGHT BILL OF LADING- SHORT FORM - Original - Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BOL#: 108000050-A
Date: 09/27/2011
Page: 1 of 1

WAYNE HOWE TRUCKING Carrier

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER (FROM)

DPT LABORATORIES, LTD-DEA#RD0259348
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO,TEXAS 78235

PRO #:

DPT
A DFB COMPANY

CONSIGNEE (SHIP TO)

PRASCO
6125 COMMERCE COURT
MASON, OHIO 45040

CUST. ORDER#: **45000010126** OUR ORDER#: **108000050-A**

Special Instructions:

KEEP TEMPERATURE 68°-77° F.

SEND FREIGHT BILL TO: (if different than shipper above)

Freight charges are:
COLLECT

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

NO. PKGS	UM	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (subject to correction)	CLASS
2184	CASE		MEDICINES, N.O.S.	19067	
			METRONIDAZOLE FAG GEL 0.75% 70 GM		
			LOT:DKCM QTY:17136 CS:714 PLTS:11		
			LOT:DKCN QTY:18072 CS:753 PLTS:12		
			LOT:DKCP QTY:17208 CS:717 PLTS:11		
			TRAILER INSPECTED BY: [signature] TRAILER LOADED BY: [signature]		
2184			ON 34 STRETCHED WRAPPED PALLETS	19067 LBS	TOTALS

MARK "X" IN THE HM COLUMN TO DESIGNATE HAZARDOUS MATERIALS AS DEFINED IN DOT REGULATIONS

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby stated by the shipper to be not exceeding
PER

† "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification."

‡ Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

Trailer Number: 816
Seal Number: 12798

EMERGENCY RESPONSE NUMBER: 1-800-424-9300
CONTACT: CHEMTREC
PLACARDS REQUIRED SUPPLIED BY DRIVER
N

SHIPPER'S CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.
Per [signature]

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348

PER: ERNEST DUENEZ [signature]

Shipper Phone # / Fax # / E-mail
210-531-7190 210-531-7284

Received by: PRASCO

Carrier/Driver: WAYNE HOWE TRUCKING
x Wayne Howe 9-27-11
Receiving & Carrier Signatures Date

1

v5.04

ACCOUNTING

77

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050-B

SOLD TO: GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620
USA

JS 09-27-11

SHIP TO: PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

2207 cs/36 PLTS.

PO NUMBER: 45000010126

NAME OF CARRIER: UNITED GROUP EXPRESS
ORDER DATE: 09-26-2011

SPECIAL INSTRUCTIONS: TRL#51

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid"

PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT COD		SLOT	LOT	DESCRIPTION	
				OK [initials] 9/27/11	
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
				734 cs/12 PLTS.	EXP.
6699393570	17616.000EA [initials] / 1584.000EA	15B02C	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA	08-31-2014
6699393570	17616.000EA / 1584.000EA	15B13A	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA	08-31-2014

SHIPMENT		COMPLETE or		PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT
						19,342#

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

8.03#

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

SHIP TO

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid"

PREPAID

* * * * **PROTECT FROM FREEZING** * * * *

PRODUCT CODE	[illegible]	SLOT	LOT	DESCRIPTION
6699393570	17616.000EA 1584.000EA	15B13B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA 08-31-2014
6699393570	17616.000EA 1584.000EA	15B16B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA 08-31-2014
6699393570	17616.000EA 1584.000EA	15B18B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA 08-31-2014
6699393570	17616.000EA 1584.000EA	15F02C	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA 08-31-2014
6699393570	17616.000EA 1584.000EA	15F13A	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA 08-31-2014
6699393570	17616.000EA 1584.000EA	15F13B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA 08-31-2014

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW, SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION | TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER	09-26-2011 ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION	
6699393570	17616.000EA 1584.000EA	15F16B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA	08-31-2014
6699393570	17616.000EA 1584.000EA	15F18B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA	08-31-2014
6699393570	17616.000EA 1776.000EA	15B19A	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1776.000 EA	08-31-2014
6699393570	17592.000EA 168.000EA	09F54B	DKDM	733 cs / 12 PLTS. METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 168.000 EA	EXP. 08-31-2014
6699393570	17592.000EA 1584.000EA	06F54C	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA	08-31-2014
6699393570	17592.000EA 1584.000EA	09B53C	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA	08-31-2014

9/26/11

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER

ORDER DATE: 09-26-2011

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid"

PREPAID

* * * * **PROTECT FROM FREEZING** * * * *

PRODUCT CODE	QUANTITY	SLOC	LOT	DESCRIPTION
6699393570	17592.000EA 1584.000EA 09F53C		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA 09F53D		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA 09F57B		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA 09F58D		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA 10B56A		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA 10B57B		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

CW 9/28/11

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

"The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
6699393570	17592.000EA 1584.000EA 10F56A		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA 10F57A		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA 10F588		DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
	LOT			740 cs/12 PLTS. EXP.
6699393570	17760.000EA 336.000EA 07F498		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 336.000 EA 08-31-2014
6699393570	17760.000EA 1584.000EA 07B30B		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA 08-31-2014
6699393570	17760.000EA 1584.000EA 07B48C		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA 08-31-2014

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION | TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

SHIP TO

* * * * * PROTECT FROM FREEZING * * * * *

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION	
6699393570	17760.000EA 1584.000EA	07B49B	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	17760.000EA 1584.000EA	07F30B	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	17760.000EA 1584.000EA	07F48C	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	17760.000EA 1584.000EA	12F41D	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	17760.000EA 1584.000EA	12F42C	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	17760.000EA 1584.000EA	12F44D	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION | TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

ACCOUNTING

SELLER: OPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: OPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

"The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE		SLOT	TCI	DESCRIPTION
6699393570	17760.000EA 1584.000EA 12F46D		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA 08-31-2014
6699393570	17760.000EA 1584.000EA 12F47D		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA 08-31-2014
6699393570	17760.000EA 1584.000EA 12F48D		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA 08-31-2014

Delivery :

INSPECTION: CAD 9/26/11 Weight: 36462.864

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION | TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

STRAIGHT BILL OF LADING- SHORT FORM - Original - Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BOL#: 108000050-B
Date: 09/27/2011

UNITED GROUP EXPRESS Carrier

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER (FROM)

DPT LABORATORIES, LTD-DEA#RD0259348
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO,TEXAS 78235

PRO #:

DPT
A DFB COMPANY

CONSIGNEE (SHIP TO)

PRASCO
6125 COMMERCE COURT
MASON, OHIO 45040

CUST. ORDER#: 45000010126 OUR ORDER#: 108000050-B

Special Instructions:

KEEP TEMPERATURE 68°- 77° F.

SEND FREIGHT BILL TO: (if different than shipper above)

Freight charges are:
COLLECT

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

NO. PKGS	UM	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (subject to correction)	CLASS
2207	CASE		MEDICINES, N.O.S.	19342	
			METRONIDAZOLE VAG GEL 0.75% 70 G		
			LOT:DKDL QTY:17616 CS:734 PLTS:12		
			LOT:DKDM QTY:17592 CS:733 PLTS:12		
			LOT:DKDN QTY:17760 CS:740 PLTS:12		
			TRAILER INSPECTED BY: GD TRAILER LOADED BY: GD		
2207			ON 36 STRETCHWRAPPED PALLETS	19342 LBS	TOTALS

MARK "X" IN THE HM COLUMN TO DESIGNATE HAZARDOUS MATERIALS AS DEFINED IN DOT REGULATIONS

Trailer Number: 51
Seal Number: 12795

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby stated by the shipper to be not exceeding

PER

† "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification."

• Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

SHIPPER'S CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per

EMERGENCY RESPONSE NUMBER: 1-800-424-9300
CONTACT: CHEMTREC
PLACARDS REQUIRED SUPPLIED BY DRIVER
N

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348

PER: ERNEST DUENEZ

Shipper Phone # / Fax # / E-mail
210-531-7190 210-531-7284

Received by: PRASCO

Carrier/Driver: UNITED GROUP EXPRESS

X 9/27/11

Receiving & Carrier Signatures Date

1

v5.04

DPT LABORATORIES, LTD.
307 E. Josephine, San Antonio, Tx 78215
(210) 223-3281 Fax (210) 223-2272

REMIT TO: DPT LABORATORIES, LTD.
SAN ANTONIO
12637 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Sales Invoice

Original

Ship to :
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
Dist. Plant- License #2626
PINEY FLATS, TN 37686

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

ales Order : 200 111000004 Customer Order/Ref: Date: 09-12-2011
usiness Partner:C721 Invoice: SLS/10024651 Customer Order: 4500009526
arrier/LSP: Terms of Delivery: Terms of Payment: Net 30

ine Item Description	Delivery Date	Quantity	Unit	Price	Discount	Amount In USD
10 2933620025 METROGEL VAGINAL, 70 g Lot: DHET Lot Qty: 17400	09-12-2011	17400.0000	EA	2.4400		42,456.00
20 2933620025 METROGEL VAGINAL, 70 g Lot: DHEU Lot Qty: 17520	09-12-2011	17520.0000	EA	2.4400		42,748.80
				Subtotal	:	85,204.80

Goods	Total
85204.80	85,204.80

lease state with your payment : SLS/10024651

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/938

AGENT'S NO.	SHIPPER'S NO.
C721	111000004

SOLD TO
GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400

NAME OF CARRIER: ATLANTIC TRANSPORT, inc.

09-07-2011
ORDER DATE

SPECIAL INSTRUCTIONS
(TEMP MONITOR) TRL#6789

09-09-11

SHIP TO
Delivery Address
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
Dist. Plant- License #2626
PINEY FLATS, TN 37686
USA

725 cs
on 11 plts.

PO Number : 4500009526
**** PROTECT FROM FREEZING ****

PROTECT FROM FREEZING

"The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

PRODUCT CODE		SLOT	LOT	DESCRIPTION
				OK RA 9/9/11
2933620025	17400.000EA 1560.000EA 03B62A		DHET	METROGEL VAGINAL, 70 g Pos: 10 1560.000 EA 07-31-2014
2933620025	17400.000EA 1584.000EA 03B48B		DHET	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA 07-31-2014
2933620025	17400.000EA 1584.000EA 03B50B		DHET	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA 07-31-2014
2933620025	17400.000EA 1584.000EA 03B52A		DHET	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA 07-31-2014
2933620025	17400.000EA 1584.000EA 03B66B		DHET	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA 07-31-2014
2933620025	17400.000EA 1584.000EA 03F48B		DHET	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA 07-31-2014

NJ
9-12-11

CS: 1455
Pl: 23
Wt: 13,111#

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW, SHIPMENTS MAY BE MA[DE FROM MORE THAN] ONE LOCATION

TOTAL WEIGHT: 6512#

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

Laura D.

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/938

AGENT'S NO.	SHIPPER'S NO.
C721	111000004

NAME OF CARRIER

09-07-2011
ORDER DATE

SPECIAL INSTRUCTIONS

SOLD TO
GRACEWAY PHARMACEUTICALS,LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

09-09-11

SHIP TO
Delivery Address
GRACEWAY PHARMACUTICALS, INC.
881 MOUNTAIN VIEW RD
BIST. PLANT-LICENSE #2626
PINEY FLATS, TN 37686

730cs on 12 plts.

PO# : 4500009526

★ ★ ★ ★ ★ **PROTECT FROM FREEZING** ★ ★ ★ ★ ★

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

OICRA 9/9/11

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
2933620025	17520.000EA 1584.000EA 10B46A		DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA 10B56A		DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA 10F56A		DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA 15B04B		DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA 15F18B		DHEU	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014

Delivery :

INSPECTION:

Weight: 12082.320

#0
9-12-11

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION

TOTAL WEIGHT
6599#

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

x24

8.30

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable

BOL#: 111000004
Date: 09/12/2011
Page: 1 of 1

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

ATLANTIC TRANSPORT, INC. Carrier

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER (FROM)

DPT LABORATORIES, LTD-DEA#RD0259348
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO,TEXAS 78235

PRO #:

DPT
A DPO COMPANY

CONSIGNEE (SHIP TO)

GRACEWAY PHARMACEUTICALS INC.
881 MOUNTAIN VIEW RD
DIST. PLANT- LICENSE #2626
PINEY FLATS, TN 37686
HERSHEL BLESSING 423-943-6331

CUST. ORDER#: 4500009526 **OUR ORDER#:** 111000004

Special Instructions:
** KEEP TEMPERATURE 59° - 86° F. *** MONITOR ACTIVATED BY: 9/8

Third Party Billing Information

GRACEWAY PHARMACEUTICALS, LLC
SUITE 400
340 MARTIN LUTHER KING JR BLVD.
BRISTOL, TN. 37620

Freight charges are: 3RD PARTY

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

NO. PKGS	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (subject to correction)	CLASS
1455 CASE		PHARMACEUTICALS	13111	
		METROGEL VAGINAL, 70 GM		
		LOT: DHET QTY: 17400 CS: 725 PL: 11		
		LOT: DHEU QTY: 17520 CS: 730 PL: 12		
		TRAILER INSPECTED BY:		
		TRAILER LOADED BY:		
1455		ON 23 STRETCHWRAPPED PALLETS	13111 LBS	TOTALS

MARK "X" IN THE HM COLUMN TO DESIGNATE HAZARDOUS MATERIALS AS DEFINED IN DOT REGULATIONS

Trailer Number: 6789
Seal Number: 12740

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby stated by the shipper to be not exceeding

PER

† "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classifications."

‡ Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

SHIPPER'S CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per

EMERGENCY RESPONSE NUMBER: 1-800-424-9300
CONTACT: CHEMTREC
PLACARDS REQUIRED SUPPLIED BY DRIVER
N

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348

PER: ELLSWORTH MCCANN

Shipper Phone # / Fax # / E-mail
210-531-7190 210-531-7284

1

Received by: GRACEWAY PHARMACEUTICALS INC.

Carrier/Driver: ATLANTIC TRANSPORT, INC.

9-12-11

Receiving & Carrier Signatures Date

v5.04

Star Bill of Lading Software - www.starbol.com

PDF 9-12-11

GRACEWAY
PHARMACEUTICALS, LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

04/01/2011 05:41:11

Purchase order

Billing Address
Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US
Phone: (423)274-2100
Fax: (423)274-2139

Vendor Address
DPT Laboratories, LTD
12637 Collections Center Drive
CHICAGO IL 60693
USA

Information

Purchase Order Number	4500009526
Date	04/01/2011
Vendor No.	300001
Currency	USD
Buyer	Supply Chain Inven
Phone	423-274-2100
Ship Date	09/19/2011

Shipping Address : Graceway Pharmaceuticals, LLC.
Distribution Plant - License # 2626
881 Mountain View Drive
PINEY FLATS TN 37686

Ship Via : Sunset Logistics

Terms of payment : Within 10 days Due net

Currency USD

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	110003 METROGEL-VAGINAL 0.75% TUBE W/APPLICATOR Int. Article No. 2933620025	35,200.00	EA	2.440000 / EA	85,888.00
	Net value incl. disc.				85,888.00
	Tax				0.00
	Total Amount				85,888.00
	total net value excl. tax	**USD**			**85,888.00**

INSTRUCTIONS TO VENDOR:
This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference.

SIGNATURE ______________________ DATE 01-Apr-2011

GRACEWAY
PHARMACEUTICALS LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

Purchase order

PO number/date 4500009526 / 04/01/2011

TERMS AND CONDITIONS

1. By accepting or filing this order Seller agrees to these terms and conditions, which shall prevail over any inconsistent provisions in any form or other paper submitted by Seller. This order shall constitute the entire agreement between the parties unless modified in writing by Buyer, provided however, that where express provisions on the front of this purchase order or in any other written agreement between Buyer and Seller expressly referenced on the front of this purchase order are inconsistent with any terms of paragraph 1 through 13 hereof, then said express provisions shall prevail.
2. Cash discount period shall be computed as commencing with receipt of invoice or of goods, whichever is received later.
3. Any invoice from vendor not containing all required information specified shall be subject to return to vendor for addition of missing information. Date of receipt of invoice shall be deemed to be the date on which completed invoice is received.
4. Goods delivered under this order shall be subject to inspection and test at Buyer's plant (or if purchased for export, at ultimate destination abroad). All or any part may be returned at Seller's expense for transportation and insurance both ways if found within a reasonable time from date of their opening to be defective or not in accordance with the order. In the case of latent defects, buyer may return all or any part at seller's expense for transportation and insurance both ways within a reasonable time after discovery of the defect. Acceptance of all or part of the goods, or payment therefore or failure to notify Seller promptly, shall not waive or affect any of Buyer's rights to cancel or return all or part of the goods, or recover damages, or recover upon Seller's warranties or agreements or indemnity.
5. Buyer may cancel all or any part of this order or may refuse to accept any goods, or may return any goods at Seller's expense, if Seller fails to deliver the goods within the time specified in this order (time being of the essence hereof), or fails to deliver all or any part of the goods in accordance with these terms. Acceptance of part of the order shall not obligate Buyer to accept later shipments, or affect its right to return goods already accepted.
6. Seller agrees to pay all taxes, tariff and import/export fees now or here after imposed by law upon or on account of the production, sale, shipment or use of any goods covered by this order.
7. Graceway Pharmaceuticals, LLC is committed to creating a business climate that promotes diversity and is inclusive, respectful, and free from discrimination. To that end, Seller represents and warrants that all goods delivered under this order have been or will be produced in accordance with the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act as amended; Executive Order 11246 of September 24, 1965; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974; section 503 of the Rehabilitation Act of 1973; the Occupational Safety and Health Act; and all other applicable federal, state or municipal laws, codes, regulations, rules and orders. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act, as amended." Seller agrees to indemnify Buyer and its customers and to hold Buyer and its customer harmless against all liabilities and expenses, including attorneys' fees, if Seller fails to comply with the foregoing, and in the event of such failure, Buyer may, in addition, cancel this order.
8. Seller will indemnify and hold Buyer and its customers harmless against all liabilities and expenses, including attorney's fees, arising from actual or claimed infringements of patent, trademark, copyright or other rights, misappropriation of trade secrets or breaches of confidential relationships with respect to all goods or services covered by this order
9. Seller warrants to the Buyer and its customers that all goods to be delivered under this order will be of merchantable quality, free from any latent or patent defects, will conform to Buyer's specifications or samples, and will be safe for its intended use. Seller will indemnify and hold Buyer and its customers harmless against all liability and expenses, including attorney's fees, arising from any breach of such warranty.
10. Unless otherwise stated in this order, no charge will be allowed for packing, boxing, cartage or insurance, and Seller shall prepay all shipping and insurance charges.
11. If no price is specified in this order, the goods or services shall be billed at the price last quoted by Buyer, or at the prevailing market price, whichever is lower.
12. Fire, flood, strikes, lock-out, epidemic, accident, shortage, of customarily used transportation equipment or suitable substitute or other causes beyond the reasonable control of the parties which prevent Seller from delivering or Buyer from receiving and/or using the product(s) covered by this order, shall operate to reduce or suspend deliveries during the period required to remove such cause. In the event of reduced deliveries by Seller under the provisions of this paragraph, Seller shall allocate its available supply of product among purchasers and Seller's divisions, departments, and affiliates on such basis that Buyer's percentage reduction will not be greater than the overall percentage reduction in total quantity of product.

Any deliveries suspended under this paragraph shall be canceled without liability and the order quantity shall be reduced by the quantities so omitted, however, Buyer may,.at its option, extend the term of this order to permit partial or total delivery of the product not delivered because of such contingency in the event non-availability of raw materials causes Seller to reduce shipments to Buyer. Seller agrees to give Buyer the option to provide such raw materials to Seller at a price not to exceed market price if Buyer provides such raw materials to Seller at such price. Seller will increase deliveries of product to Buyer by the amount produced with the raw materials supplied by Buyer up to the quantity specified by the order.

13. To the extent that Seller's obligations hereunder require the performance of services by Seller or work to be done by Seller on Graceway Pharmaceuticals, LLC or on property under Graceway Pharmaceuticals, LLC control, Seller agrees:

a. To accept full responsibility for performing all work in a safe and cGMP compliant manner, so as not to jeopardize the safety of Graceway Pharmaceuticals, LLC personnel, property, or members of the general public.

b. To comply with and enforce all Graceway Pharmaceuticals, LLC safety and fire protection regulations and all applicable federal, state and municipal safety regulations, building codes or ordinances.

c. To indemnify and hold Graceway Pharmaceuticals, LLC harmless against all liability and expenses arising from any actual or claimed injuries or property damages resulting from Seller's work being done on Graceway Pharmaceuticals, LLC is property.

For purposes of this paragraph the term Seller shall be deemed to include a contractor and subcontractor.

14. Vendor is to seal all full vehicle shipments and the seal numbers are to appear on the bill of lading.

ORDER ACKNOWLEDGEMENT

Original

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

Delivery Address
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
Dist. Plant- License #2626
PINEY FLATS, TN 37686

10-03-11

We thank you for your order.

Business Partner: C721 GRACEWAY PHARMACEUTICALS, LLC
Sales Order : 111000004
Order Date : 04-01-2011
Protocol : 4500009526
Reference :
Customer PO# : 4500009526

Position	Item	Planned Dlv Date	Quantity Unit	Price Unit	Discount	Amount
10	2933620025		METROGEL VAGINAL, 70 g			
		09-19-11	17400.0000 EA	2.4400 USD EA		42456.00
Source Lot : DHET			Serial Number :			
20	2933620025		METROGEL VAGINAL, 70 g			
		09-19-11	17520.0000 EA	2.4400 USD EA		42748.80
Source Lot : DHEU			Serial Number :			

Goods	Total USD
85204.80	85204.80

DPT LABORATORIES, LTD.
307 E. Josephine, San Antonio, Tx 78215
(210) 223-3281 Fax (210) 223-2272

REMIT TO: **DPT LABORATORIES, LTD.**
SAN ANTONIO
12637 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Sales Invoice

Original

Ship to :
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

ales Order : 200 108000050 Customer Order/Ref: Date: 09-27-2011
usiness Partner:C721 Invoice: SLS/10024717 Customer Order: 45000010126
arrier/LSP: Terms of Delivery: Terms of Payment: Net 30

ine Item Description	Delivery Date	Quantity	Unit	Price	Discount	Amount In USD
10 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKCM Lot Qty: 17136	09-27-2011	17136.0000	EA	2.2400		38,384.64
20 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKCN Lot Qty: 18072	09-27-2011	18072.0000	EA	2.2400		40,481.28
30 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKCP Lot Qty: 17208	09-27-2011	17208.0000	EA	2.2400		38,545.92
40 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKDL Lot Qty: 17616	09-27-2011	17616.0000	EA	2.2400		39,459.84
50 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKDM Lot Qty: 17592	09-27-2011	17592.0000	EA	2.2400		39,406.08

DPT LABORATORIES, LTD.
307 E. Josephine, San Antonio, Tx 78215
(210) 223-3281 Fax (210) 223-2272

REMIT TO: DPT LABORATORIES, LTD.
SAN ANTONIO
12637 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Sales Invoice

Sales Order : 200 108000050 Customer Order/Ref: Date: 09-27-2011
Business Partner:C721 Invoice: SLS/10024717 Customer Order: 45000010126
Carrier/LSP: Terms of Delivery: Terms of Payment: Net 30

Line Item Description	Delivery Date	Quantity	Unit	Price	Discount	Amount In USD
60 6699393570 METRONIDAZOLE VAG.GEL,0.75%70g Lot: DKDN Lot Qty: 17760	09-27-2011	17760.0000	EA	2.2400		39,782.40
				Subtotal	:	236,060.16

Goods	Total
236060.16	236,060.16

Please state with your payment : SLS/10024717

ACCOUNTING #1

SELLER: DPT LABORATORIES, LTD.
307 E JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/999

AGENT'S NO	SHIPPER'S NO.
C721	108000050-A

SOLD TO
GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400

NAME OF CARRIER: WAYNE HOWE TRUCKING

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS
TRL #816

09-26-11

Delivery Address
SHIP TO
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040
USA

2184 cs/34 PLTS.

PO Number . 1500010126
*** PROTECT FROM FREEZING *** 09-27-11

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

If charges are to be prepaid write or stamp here, "To be Prepaid."
PREPAID

714 cs/11 PLTS

PRODUCT CODE	QUANTITY		LOT	DESCRIPTION		EXP
6699393570	17136.000EA			METRONIDAZOLE VAG.GEL,0.75%70g		
	1296.000EA	06B63A	DKCM	Pos: 10	1296.000 EA	08-31-2014
6699393570	17136.000EA			METRONIDAZOLE VAG.GEL,0.75%70g		
	1584.000EA	06B62B	DKCM	Pos: 10	1584.000 EA	08-31-2014
6699393570	17136.000EA			METRONIDAZOLE VAG.GEL,0.75%70g		
	1584.000EA	06B63B	DKCM	Pos: 10	1584.000 EA	08-31-2014
6699393570	17136.000EA			METRONIDAZOLE VAG.GEL,0.75%70g		
	1584.000EA	06F61A	DKCM	Pos: 10	1584.000 EA	08-31-2014
6699393570	17136.000EA			METRONIDAZOLE VAG.GEL,0.75%70g		
	1584.000EA	06F62B	DKCM	Pos: 10	1584.000 EA	08-31-2014
6699393570	17136.000EA			METRONIDAZOLE VAG.GEL,0.75%70g		
	1584.000EA	06F63B	DKCM	Pos: 10	1584.000 EA	08-31-2014

9/27/11

SHIPMENT COMPLETE or PARTIAL BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION

TOTAL WEIGHT: 19,067#

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

8.03

SELLER: OPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDPTREG/BCB/999

AGENT'S NO	SHIPPER'S NO.
C721	108000050

SOLD TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

SHIP TO

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
6699393570	17136.000EA 1584.000EA 07B61B		DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA 1584.000EA 07F61A		DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA 1584.000EA 07F61B		DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA 1584.000EA 07F62A		DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA 1584.000EA 07F62C		DKCM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	18072.000EA 648.000EA 09B14C		DKCN	753 cs/12 PLTS. EXP. METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 648.000 EA 08-31-2014 9-27-11

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION | TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

SOLD TO

SHIP TO

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

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If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE		SLOT	LOT	DESCRIPTION
6699393570	18072.000EA 1584.000EA 04B35C		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA 04F35C		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA 05B60D		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA 05B61B		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA 05B65B		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014
6699393570	18072.000EA 1584.000EA 05B65C		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA 08-31-2014

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW ONE LOCATION	SHIPMENTS MAY BE MADE FROM MORE THAN	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78216

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

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PER

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PER

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PREPAID

SHIP TO

* * * * * PROTECT FROM FREEZING * * * * *

PRODUCT CODE		SLOT	LOT	DESCRIPTION	
6699393570	18072.000EA 1584.000EA 05F60D		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA	08-31-2014
6699393570	18072.000EA 1584.000EA 05F61B		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA	08-31-2014
6699393570	18072.000EA 1584.000EA 05F65B		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA	08-31-2014
6699393570	18072.000EA 1584.000EA 05F65C		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA	08-31-2014
6699393570	18072.000EA 1584.000EA 09B13C		DKCN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 20 1584.000 EA	08-31-2014
6699393570	17208.000EA 1368.000EA 06F65A		DKCP	717 cs / 11 PLTS METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1368.000 EA	EXP 08-31-2014

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION | TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

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PREPAID

*** * * * PROTECT FROM FREEZING * * * ***

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
6699393570	17208.000EA 1584.000EA	06B59A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06B59B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06B65A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06B65B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06F57B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06F59A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

ACCOUNTING

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER	09-26-2011 ORDER DATE
SPECIAL INSTRUCTIONS	
"The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.	NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. PER	The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding. PER If charges are to be prepaid write or stamp here, "To be Prepaid." PREPAID

* * * * **PROTECT FROM FREEZING** * * * *

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
6699393570	17208.000EA 1584.000EA	06F59B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06F63A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06F65B	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
6699393570	17208.000EA 1584.000EA	06F68A	DKCP	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 30 1584.000 EA 08-31-2014
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable

BOL#: 108000050-A
Date: 09/27/2011

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

WAYNE HOWE TRUCKING
Carrier

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER (FROM)

DPT LABORATORIES, LTD-DEA#RD0259348
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO,TEXAS 78235

PRO #:

DPT
A DFB COMPANY

CONSIGNEE (SHIP TO)

PRASCO
6125 COMMERCE COURT
MASON, OHIO 45040

CUST. ORDER#: 45000010126 **OUR ORDER#:** 108000050-A

Special Instructions:

KEEP TEMPERATURE 68°- 77° F.

SEND FREIGHT BILL TO: (if different than shipper above)	Freight charges are:	
	COLLECT	Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. _______ (Signature of Consignor)

NO. PKGS	UM	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (subject to correction)	CLASS
2184	CASE		MEDICINES, N.O.S.	19067	
			METRONIDAZOLE FAG GEL 0.75% 70 GM		
			LOT:DKCM QTY:17136 CS:714 PLTS:11		
			LOT:DKCN QTY:18072 CS:753 PLTS:12		
			LOT:DKCP QTY:17208 CS:717 PLTS:11		
			TRAILER INSPECTED BY: [signature] TRAILER LOADED BY: [signature]		
2184			ON 34 STRETCHED WRAPPED PALLETS	19067 LBS	TOTALS

MARK "X" IN THE HM COLUMN TO DESIGNATE HAZARDOUS MATERIALS AS DEFINED IN DOT REGULATIONS

Trailer Number: 816
Seal Number: 12798

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby stated by the shipper to be not exceeding
_______ PER _______

† "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification."

‡ Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

EMERGENCY RESPONSE NUMBER	1-800-424-9300
CONTACT: CHEMTREC	
PLACARDS REQUIRED	SUPPLIED BY DRIVER
	N

SHIPPER'S CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.
Per [signature]

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348
PER: ERNEST DUENEZ [signature]
Shipper Phone # / Fax # / E-mail
210-531-7190 210-531-7284

1

Received by: PRASCO

Carrier/Driver: WAYNE HOWE TRUCKING
x Wayne Howe 9-27-11
Receiving & Carrier Signatures Date

ACCOUNTING 77

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050-B

SOLD TO
GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620
USA

JS 09-27-11

SHIP TO
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

2,207 cs/36 PLTS.

PO NUMBER: 45000010126

NAME OF CARRIER: UNITED GROUP EXPRESS

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS
TRL#51

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT COD	SLOT	LOT	DESCRIPTION	
			OK AD 9/27/11	
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
			734 cs/12 PLTS.	EXP.
6699393570	17616.000EA AD 1584.000EA 15B02C	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA	08-31-2014
6699393570	17616.000EA 1584.000EA 15B13A	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA	08-31-2014

AD 9/27/11

SHIPMENT COMPLETE or PARTIAL BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION

TOTAL WEIGHT 19,342#

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

8.03#

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

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PER

If charges are to be prepaid write or stamp here, "To be Prepaid"

PREPAID

SHIP TO

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE		SLOT	LOT	DESCRIPTION				
6699393570	17616.000EA 1584.000EA	15B13B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	40	1584.000	EA	08-31-2014
6699393570	17616.000EA 1584.000EA	15B16B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	40	1584.000	EA	08-31-2014
6699393570	17616.000EA 1584.000EA	15B18B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	40	1584.000	EA	08-31-2014
6699393570	17616.000EA 1584.000EA	15F02C	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	40	1584.000	EA	08-31-2014
6699393570	17616.000EA 1584.000EA	15F13A	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	40	1584.000	EA	08-31-2014
6699393570	17616.000EA 1584.000EA	15F13B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	40	1584.000	EA	08-31-2014

SHIPMENT COMPLETE or PARTIAL BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION

TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

SOLD TO

SHIP TO

ACCOUNTING

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

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PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION
6699393570	17616.000EA 1584.000EA	15F16B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA 08-31-2014
6699393570	17616.000EA 1584.000EA	15F18B	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1584.000 EA 08-31-2014
6699393570	17616.000EA 1776.000EA	15B19A	DKDL	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 40 1776.000 EA 08-31-2014
6699393570	17592.000EA 168.000EA	09F54B	DKDM	733 cs / 12 PLTS. EXP. METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 168.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA	06F54C	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA	09B53C	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014

9/26/11

SHIPMENT		COMPLETE		PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

PER

If charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE		SLOT	LOT	DESCRIPTION
6699393570	17592.000EA 1584.000EA	09F53C	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA	09F53D	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA	09F57B	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA	09F58D	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA	10B56A	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA	10B57B	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 50 1584.000 EA 08-31-2014

9/26/11

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

SHIP TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

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*** * * * * PROTECT FROM FREEZING * * * * ***

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION				
6699393570	17592.000EA / 1584.000EA	10F56A	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	50	1584.000	EA	08-31-2014
6699393570	17592.000EA / 1584.000EA	10F57A	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	50	1584.000	EA	08-31-2014
6699393570	17592.000EA / 1584.000EA	10F58B	DKDM	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	50	1584.000	EA	08-31-2014
6699393570	17760.000EA / 336.000EA	07F49B	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	60	336.000	EA	08-31-2014
6699393570	17760.000EA / 1584.000EA	07B30B	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	60	1584.000	EA	08-31-2014
6699393570	17760.000EA / 1584.000EA	07B48C	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos:	60	1584.000	EA	08-31-2014

LW

740 cs / 12 PLTS.

EXP.

GP 9/27/11

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

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3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

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SHIP TO

★ ★ ★ ★ PROTECT FROM FREEZING ★ ★ ★ ★

PRODUCT CODE	QUANTITY	SLOT	LOT	DESCRIPTION	
6699393570	1760.000EA 1584.000EA	07B49B	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	1760.000EA 1584.000EA	07F30B	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	1760.000EA 1584.000EA	07F48C	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	1760.000EA 1584.000EA	12F41D	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	1760.000EA 1584.000EA	12F42C	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014
6699393570	1760.000EA 1584.000EA	12F44D	DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA	08-31-2014

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT

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3300 RESEARCH PLAZA
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OSDPTREG/BCB/999

AGENT'S NO.	SHIPPER'S NO.
C721	108000050

SOLD TO

NAME OF CARRIER

09-26-2011
ORDER DATE

SPECIAL INSTRUCTIONS

SHIP TO

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* * * * PROTECT FROM FREEZING * * * *

PRODUCT CODE		SLOT	LOT	DESCRIPTION
6699393570	17760.000EA 1584.000EA 12F46D		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA 08-31-2014
6699393570	17760.000EA 1584.000EA 12F47D		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA 08-31-2014
6699393570	17760.000EA 1584.000EA 12F48D		DKDN	METRONIDAZOLE VAG.GEL,0.75%70g Pos: 60 1584.000 EA 08-31-2014

Delivery :

INSPECTION: CD 9/27/11 Weight: 36462.864

SHIPMENT | COMPLETE or | PARTIAL | BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION | TOTAL WEIGHT

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

10-03-11;12:55PM;

STRAIGHT BILL OF LADING- SHORT FORM - Original - Not Negotiable
RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BOL#: 108000050-B
Date: 09/27/2011
Page: 1 of 1

UNITED GROUP EXPRESS Carrier

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER (FROM)

DPT LABORATORIES, LTD-DEA#RD0259348
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO,TEXAS 78235

PRO #:

DPT
A DPT COMPANY

CONSIGNEE (SHIP TO)

PRASCO
6125 COMMERCE COURT
MASON, OHIO 45040

CUST. ORDER#: 45000010126 **OUR ORDER#:** 108000050-B

Special Instructions:

KEEP TEMPERATURE 68°- 77° F.

SEND FREIGHT BILL TO: (if different than shipper above)

Freight charges are:
COLLECT

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

NO. PKGS	UM	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (subject to correction)	CLASS
2207	CASE		MEDICINES, N.O.S.	19342	
			METRONIDAZOLE VAG GEL 0.75% 70 G		
			LOT:DKDL QTY:17616 CS:734 PLTS:12		
			LOT:DKDM QTY:17592 CS:733 PLTS:12		
			LOT:DKDN QTY:17760 CS:740 PLTS:12		
			TRAILER INSPECTED BY: GD TRAILER LOADED BY: GD		
2207			ON 36 STRETCHWRAPPED PALLETS	19342 LBS	TOTALS

MARK "X" IN THE HM COLUMN TO DESIGNATE HAZARDOUS MATERIALS AS DEFINED IN DOT REGULATIONS

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby stated by the shipper to be not exceeding

PER

† "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification."

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

Trailer Number: 51
Seal Number: 12795

SHIPPER'S CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per

EMERGENCY RESPONSE NUMBER: 1-800-424-9300
CONTACT: CHEMTREC
PLACARDS REQUIRED
SUPPLIED BY DRIVER
N

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348
PER: ERNEST DUENEZ
Shipper Phone # / Fax # / E-mail
210-531-7190 210-531-7284

Received by: PRASCO

Carrier/Driver: UNITED GROUP EXPRESS

9/27/11

Receiving & Carrier Signatures Date

1

v5.04

Star Bill of Lading Software - www.starbol.com

GRACEWAY
PHARMACEUTICALS LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

06/08/2011 09:36:48

Billing Address	Information	
Graceway Pharmaceuticals,	Purchase Order Number	4500010126
340 Martin Luther King Jr. Blvd,	Date	06/08/2011
Bristol, TN 37620	Vendor No.	300001
US	Currency	USD
Phone: (423)274-2100	Buyer	Supply Chain Inven
Fax: (423)274-2139	Phone	423-274-2100
Vendor Address	Ship Date	10/07/2011
DPT Laboratories, LTD		
12637 Collections Center Drive		
CHICAGO IL 60693		
USA		

Shipping Address : PRASCO LABORATORIES
6125 Commerce Court
MASON OH 45040

Ship Via : Sunset Logistics

Terms of payment : Within 10 days Due net

Currency USD

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	100027 Metronidazole Vaginal Gel, 0.75% Int. Article No. 6699393570	105,600.00	EA	2.240000 / EA	236,544.00
	Net value incl. disc.				236,544.00
	Tax				0.00
	Total Amount				236,544.00
	total net value excl. tax	USD			236,544.00

SO# 108000050

INSTRUCTIONS TO VENDOR:
This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference.

SIGNATURE ____________ DATE 08 · June · 2011

GRACEWAY
PHARMACEUTICALS LLC

Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

4500010126 / 06/08/2011

TERMS AND CONDITIONS

1. By accepting or filling this order Seller agrees to these terms and conditions, which shall prevail over any inconsistent provisions in any form or other paper submitted by Seller. This order shall constitute the entire agreement between the parties unless modified in writing by Buyer, provided however, that where express provisions on the front of this purchase order or in any other written agreement between Buyer and Seller expressly referenced on the front of this purchase order are inconsistent with any terms of paragraph 1 through 13 hereof, then said express provisions shall prevail.

2. Cash discount period shall be computed as commencing with receipt of invoice or of goods, whichever is received later.

3. Any invoice from vendor not containing all required information specified shall be subject to return to vendor for addition of missing information. Date of receipt of invoice shall be deemed to be the date on which completed invoice is received.

4. Goods delivered under this order shall be subject to inspection and test at Buyer's plant (or if purchased for export, at ultimate destination abroad). All or any part may be returned at Seller's expense for transportation and insurance both ways if found within a reasonable time from date of their opening to be defective or not in accordance with the order. In the case of latent defects, buyer may return all or any part at seller's expense for transportation and insurance both ways within a reasonable time after discovery of the defect. Acceptance of all or part of the goods, or payment therefore or failure to notify Seller promptly, shall not waive or affect any of Buyer's rights to cancel or return all or part of the goods, or recover damages, or recover upon Seller's warranties or agreements or indemnity.

5. Buyer may cancel all or any part of this order or may refuse to accept any goods, or may return any goods at Seller's expense, if Seller fails to deliver the goods within the time specified in this order (time being of the essence hereof), or fails to deliver all or any part of the goods in accordance with these terms. Acceptance of part of the order shall not obligate Buyer to accept later shipments, or affect its right to return goods already accepted.

6. Seller agrees to pay all taxes, tariff and import/export fees now or here after imposed by law upon or on account of the production, sale, shipment or use of any goods covered by this order.

7. Graceway Pharmaceuticals, LLC is committed to creating a business climate that promotes diversity and is inclusive, respectful, and free from discrimination. To that end, Seller represents and warrants that all goods delivered under this order have been or will be produced in accordance with the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act, as amended; Executive Order 11246 of September 24, 1965; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974; section 503 of the Rehabilitation Act of 1973; the Occupational Safety and Health Act; and all other applicable federal, state or municipal laws, codes, regulations, rules and orders. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act, as amended." Seller agrees to indemnify Buyer and its customers and to hold Buyer and its customer harmless against all liabilities and expenses, including attorneys' fees, if Seller fails to comply with the foregoing, and in the event of such failure, Buyer may, in addition, cancel this order.

8. Seller will indemnify and hold Buyer and its customers harmless against all liabilities and expenses, including attorney's fees, arising from actual or claimed infringements of patent, trademark, copyright or other rights, misappropriation of trade secrets or breaches of confidential relationships with respect to all goods or services covered by this order.

9. Seller warrants to the Buyer and its customers that all goods to be delivered under this order will be of merchantable quality, free from any latent or patent defects, will conform to Buyer's specifications or samples, and will be safe for its intended use. Seller will indemnify and hold Buyer and its customers harmless against all liability and expenses, including attorney's fees, arising from any breach of such warranty.

10. Unless otherwise stated in this order, no charge will be allowed for packing, boxing, cartage or insurance, and Seller shall prepay all shipping and insurance charges.

11. If no price is specified in this order, the goods or services shall be billed at the price last quoted by Buyer, or at the prevailing market price, whichever is lower.

12. Fire, flood, strikes, lock-out, epidemic, accident, shortage, of customarily used transportation equipment or suitable substitute or other causes beyond the reasonable control of the parties which prevent Seller from delivering or Buyer from receiving and/or using the product(s) covered by this order, shall operate to reduce or suspend deliveries during the period required to remove such cause. In the event of reduced deliveries by Seller under the provisions of this paragraph, Seller shall allocate its available supply of product among purchasers and Seller's divisions, departments, and affiliates on such basis that Buyer's percentage reduction will not be greater than the overall percentage reduction in total quantity of product.

Any deliveries suspended under this paragraph shall be canceled without liability and the order quantity shall be reduced by the quantities so omitted, however, Buyer may, at its option, extend the term of this order to permit partial or total delivery of the product not delivered because of such contingency in the event non-availability of raw materials causes Seller to reduce shipments to Buyer. Seller agrees to give Buyer the option to provide such raw materials to Seller at a price not to exceed market price if Buyer provides such raw materials to Seller at such price. Seller will increase deliveries of product to Buyer by the amount produced with the raw materials supplied by Buyer up to the quantity specified by the order.

13. To the extent that Seller's obligations hereunder require the performance of services by Seller or work to be done by Seller on Graceway Pharmaceuticals, LLC or on property under Graceway Pharmaceuticals, LLC control, Seller agrees:

a. To accept full responsibility for performing all work in a safe and cGMP compliant manner, so as not to jeopardize the safety of Graceway Pharmaceuticals, LLC personnel, property, or members of the general public.

b. To comply with and enforce all Graceway Pharmaceuticals, LLC safety and fire protection regulations and all applicable federal, state and municipal safety regulations, building codes or ordinances.

c. To indemnify and hold Graceway Pharmaceuticals, LLC harmless against all liability and expenses arising from any actual or claimed injuries or property damages resulting from Seller's work being done on Graceway Pharmaceuticals, LLC is property.

For purposes of this paragraph the term Seller shall be deemed to include a contractor and subcontractor.

14. Vendor is to seal all full vehicle shipments and the seal numbers are to appear on the bill of lading.

ORDER ACKNOWLEDGEMENT

Original

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

Delivery Address
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

10-03-11

We thank you for your order.

Business Partner: C721 GRACEWAY PHARMACEUTICALS, LLC
Sales Order : 108000050
Order Date : 06-09-2011
Protocol : 45000010126
Reference :
Customer PO# : 45000010126

Position	Item / Planned Dlv Date	Quantity Unit	Price Unit	Discount	Amount
10	6699393570	METRONIDAZOLE VAG.GEL,0.75%70g			
	10-07-11	17136.0000 EA	2.2400 USD EA		38384.64
Source Lot : DKCM		Serial Number :			
20	6699393570	METRONIDAZOLE VAG.GEL,0.75%70g			
	10-07-11	18072.0000 EA	2.2400 USD EA		40481.28
Source Lot : DKCN		Serial Number :			
30	6699393570	METRONIDAZOLE VAG.GEL,0.75%70g			
	10-07-11	17208.0000 EA	2.2400 USD EA		38545.92
Source Lot : DKCP		Serial Number :			
40	6699393570	METRONIDAZOLE VAG.GEL,0.75%70g			
	10-07-11	17616.0000 EA	2.2400 USD EA		39459.84
Source Lot : DKDL		Serial Number :			
50	6699393570	METRONIDAZOLE VAG.GEL,0.75%70g			
	10-07-11	17592.0000 EA	2.2400 USD EA		39406.08
Source Lot : DKDM		Serial Number :			
60	6699393570	METRONIDAZOLE VAG.GEL,0.75%70g			
	10-07-11	17760.0000 EA	2.2400 USD EA		39782.40

ORDER ACKNOWLEDGEMENT

Business Partner: C721 Order: 108000050 Date: 10-03-11

Position	Item	Planned Dlv Date	Quantity Unit	Price Unit	Discount	Amount

Source Lot : DKDN Serial Number :

Goods	Total USD
236060.16	236060.16

COX | SMITH

ATTORNEYS

Thomas Rice

trice@coxsmith.com
210.554.5511

November 2, 2011

BMC Group, Inc.
Attn: Graceway Claims Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

Re: *In re Graceway Pharmaceuticals, LLC,* Chapter 11 Case No. 11-13036, pending in the United States Bankruptcy Court for the District of Delaware

Dear BMC Group, Inc.:

Enclosed please find original Proof of 503(b)(9) Claim Form for DPT Laboratories, Ltd. ("DPT Claim"). Also enclosed is an extra copy of the DPT Claim and a postage paid, self-addressed envelope for you convenience in returning a date-stamped copy for our files. Should you have any questions, please do not hesitate to call me.

Sincerely,

Thomas Rice

Thomas Rice

TR:pjw
Enclosure

cc: Latham & Watkins LLP
Attn: Josef S. Athanas and
Matthew L. Warren
233 South Wacker Drive, Suite 5800
Chicago, IL 60606

Young Conaway Stargatt & Taylor, LLP
Attn: Kara Hammond Coyle
The Brandywine Building
1000 West Street, 17th Floor
P.O. Box 391
Wilmington, DE 19899

Graceway Pharmaceuticals, LLC
c/o John A.A. Bellamy
Executive VP & General Counsel
340 Martin Luther King Jr. Blvd., Suite 500
Bristol, TN 37620