

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:

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

If by Hand Delivery or Overnight Courier:

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

☐ 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.

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

RECEIVED

NOV 14 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



00028

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)

Bruce Zboray
Name

Sr. Director Commercial Services
Title

Signature

10/27/11
Date

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

GRACEWAY PHARMACEUTICALS, LLC

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: GRACEWAY PHARMACEUTICALS, LLC, <i>et al.</i>¹, Debtor.	§ § § § § §	CHAPTER 11 CASE NO. 11-13036 (MFW) Jointly Administered
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**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: /s/ Thomas Rice

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 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.

A handwritten signature in cursive script that reads 'Bruce Zboray'.

Bruce Zboray,
Sr. Director Commercial Services

BZ/encl



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

Page 1 of 2
05/03/2011 14:38:55

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	4500009785
Date	05/03/2011
Vendor No.	300001
Currency	USD
Buyer	Supply Chain Inven
Phone	423-274-2100
Ship Date	09/02/2011

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

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

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05/03/2011 14:38:55

4500009786 / 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 attorneys' 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
Frasco 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 Div 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 : DGEN 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 : DGEF Serial Number :						
Goods						Total USD
117895.68						117895.68

**DPT LABORATORIES, LTD.**107 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 :**
Prasco Laboratories
6125 Commerce Court
MASON, OH 45040Sales Order : 200 108000033 Customer Order/Ref. Date: 09-06-2011
Business Partner: C721 Invoice: SLS/10024638 Customer Order: 4500009785
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: DQEM Lot Qty: 17448	09-06-2011	17448.0000	EA	2.2400		39,083.52
20	6699393570 METRONIDAZOLE VAG GEL, 0.75% 70g Lot: DQEM Lot Qty: 17520	09-06-2011	17520.0000	EA	2.2400		39,244.80
30	6699393570 METRONIDAZOLE VAG GEL, 0.75% 70g Lot: DQBP 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

Please state with your payment : SLS/10024638

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

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/928

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

SOLD TO

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

PO Number : 4500009785

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

ACCOUNTING

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

NAME OF CARRIER STEEGER TRUCKING		ORDER DATE 09-06-2011
SPECIAL INSTRUCTIONS TRC# R5323		
The above bills 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. 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.		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 specifically stated by the shipper to be not exceeding: PER If charges are to be prepaid write or stamp here, "To be prepaid." PREPAID

PRODUCT CODE	LOT	LOT	DESCRIPTION
6699393570	17448.000EA 24.000EA 05B61B	DGEM	OK FR 09-06-11 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
SHIPMENT	COMPLETE or	PARTIAL	BALANCE OF CARRIER'S 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.			

CG 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 78236

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

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

PO NUMBER: 4500009785

730 c9/12 PLTS.

PROTECT FROM FREEZING

ACCOUNTING

OSDPTREG/BCB/928

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

NAME OF CARRIER		09-06-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The above boxes used for this shipment conform to the specifications set forth in the box maker's certificate, warehouse, and all other requirements of Uniform Freight Classification. 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.		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 specifically stated by the shipper to be not exceeding: FEES If charges are to be prepaid write or stamp here, "To be prepaid."
PREPARED		

PRODUCT CODE	QUANTITY	UNIT	LOT	DESCRIPTION
6699393570	17520.000EA	96.000EA 03F31B	DGEN	OK FR 09-06-11 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
SHIPMENT				COMPLETE or PARTIAL
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 6401.4

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	108000033

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

NAME OF CARRIER		09-06-2011
SPECIAL INSTRUCTIONS		ORDER DATE
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. 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.		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 specifically stated by the shipper to be not exceeding: If charges are to be prepaid write or stamp here, "To be Prepaid."

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

PO NUMBER: 4500009785

736 cc / 12 PLS.

PROTECT FROM FREEZING

PRODUCT CODE	LOT	DESCRIPTION
6699393570	17664.000EA 792.000EA 07F24A	DGEP
6699393570	17664.000EA 1032.000EA 08F38B	DGEP
6699393570	17664.000EA 1584.000EA 07B24A	DGEP
6699393570	17664.000EA 1584.000EA 07B24B	DGEP
6699393570	17664.000EA 1584.000EA 07B24C	DGEP
6699393570	17664.000EA 1584.000EA 07B24D	DGEP
OK FR 09-06-11 METRONIDAZOLE VAG. GEL, 0.75% 70g Pos: 30 792.000 EA 07-31-2014 METRONIDAZOLE VAG. GEL, 0.75% 70g Pos: 30 1032.000 EA 07-31-2014 METRONIDAZOLE VAG. GEL, 0.75% 70g Pos: 30 1584.000 EA 07-31-2014 METRONIDAZOLE VAG. GEL, 0.75% 70g Pos: 30 1584.000 EA 07-31-2014 METRONIDAZOLE VAG. GEL, 0.75% 70g Pos: 30 1584.000 EA 07-31-2014 METRONIDAZOLE VAG. GEL, 0.75% 70g Pos: 30 1584.000 EA 07-31-2014		
SHIPMENT	COMPLETE or PARTIAL	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.		6450#

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 thereto, 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

PRO #:

3300 RESEARCH PLAZA

BROOKS CITY-BASE

SAN ANTONIO, TEXAS 78235

**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	UNIT	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:DGEF QTY:17664 CS:736 PLTS:12		
			TRAILER INSPECTED BY: <i>CD</i> TRAILER LOADED BY: <i>JS</i>		

2193 ON 36 STRETCHWRAPPED PALLETS

19228 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 "carriage 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 three 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 Import in Box II 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

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: STEGER TRUCKING

X Mary E. Wilson 9-6-11

Receiving & Carrier Signatures

Date



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

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

Page 1 of 2
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,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

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

Page 2 of 2
04/01/2011 05:41:11

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 attorney's 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 PLATS, 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 Div 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
85204.80

Total USD
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

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

Line 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 85204.80						Total 85,204.80

Please state with your payment : SLS/10024651

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

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/938

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

SOLD
TO

SHIP
TO

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

PO Number : 4500009526

on 11 plts.

*** PROTECT FROM FREEZING ***

ACCOUNTING

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

NAME OF CARRIER ATLANTIC TRANSPORT, INC.		09-07-2011
SPECIAL INSTRUCTIONS (TEMP MONITOR) TRL# 6789		ORDER DATE
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. 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		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 specifically stated by the shipper to be not exceeding. PER If charges are to be prepaid write or stamp here, "To be Prepaid."
		PREPAID

PRODUCT CODE	NOI	LOT	DESCRIPTION
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
SHIPMENT COMPLETE or PARTIAL ADANCE TO FOLLOW. SHIPMENTS MAY BE MA 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			6512*

CS: 1455

PI: 23

WT: 13,111 #

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

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

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

PO# : 4500009526

730cs
on 12 pths.

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

NAME OF CARRIER		09-07-2011
SPECIAL INSTRUCTIONS		ORDER DATE
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. Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without receipt 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		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 specifically stated by the shipper to be not exceeding: PER If charges are to be prepaid write or stamp here, "To be Prepaid."
		PREPAID

PRODUCT CODE	QUANTITY	UNIT	LOT	DESCRIPTION
2933620025	17520.000EA	✓	1584.000EA 10B46A	METROGEL VAGINAL, 70 g
			DHEU	Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA		1584.000EA 10B56A	METROGEL VAGINAL, 70 g
			DHEU	Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA		1584.000EA 10F56A	METROGEL VAGINAL, 70 g
			DHEU	Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA		1584.000EA 15B04B	METROGEL VAGINAL, 70 g
			DHEU	Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA		1584.000EA 15F18B	METROGEL VAGINAL, 70 g
			DHEU	Pos: 20 1584.000 EA 07-31-2014
Delivery :				INSPECTION: 9-12-11
				Weight: 12082.320
SHIPMENT	COMPLETE	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.

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.

ATLANTIC TRANSPORT, INC.**Carrier****BOL#: 111000004****Date: 09/12/2011****Page: 1 of 1**

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#RD025934E

PRO#:

3300 RESEARCH PLAZA

BROOKS CITY-BASE

SAN ANTONIO, TEXAS 78235

**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:** *[Signature]***Third Party Billing Information**GRACEWAY PHARMACEUTICALS, LLC
SUITE 400340 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 consignee, the consignee 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	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	WEIGHT CLASS
1455 CASE	UM (X)	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: *[Signature]*

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 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 three 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 Inmate in New York is always 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

SHIPPER: DPT LABORATORIES, LTD-DEA#RD025934E

Received by: GRACEWAY PHARMACEUTICALS INC.

PER: ELLSWORTH MCCANN *[Signature]*

Shipper Phone # / Fax # / E-mail

210-531-7190

210-531-7284

Carrier/Driver: ATLANTIC TRANSPORT, INC.

Receiving & Carrier Signatures

Date

Star Bill of Lading Software - www.starbol.com



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

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

Page 1 of 2
06/08/2011 09:36:48

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
12837 Collections Center Drive
CHICAGO IL 60693
USA

Information

Purchase Order Number	4500010126
Date	06/08/2011
Vendor No.	300001
Currency	USD
Buyer	Supply Chain Inven
Phone	423-274-2100
Ship Date	10/07/2011

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

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

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06/08/2011 09:36:48

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 therefor 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. 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 attorney's 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		18384.64
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

Page 2

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
236060.16

Total USD
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

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

Ship to
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

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,0.75470g Lot: DKCM Lot Qty: 17136	09-27-2011	17136.0000	EA	2.2400		38,384.64
20 6699393570	METRONIDAZOLE VAG.GEL,0.75470g Lot: DKCM Lot Qty: 18072	09-27-2011	18072.0000	EA	2.2400		40,481.28
30 6699393570	METRONIDAZOLE VAG.GEL,0.75470g Lot: DKCP Lot Qty: 17208	09-27-2011	17208.0000	EA	2.2400		38,545.92
40 6699393570	METRONIDAZOLE VAG.GEL,0.75470g Lot: DKDL Lot Qty: 17616	09-27-2011	17616.0000	EA	2.2400		39,459.84
50 6699393570	METRONIDAZOLE VAG.GEL,0.75470g 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

Page 2

Sales Order: 200 106000050 **Customer Order/Ref:** **Date:** 09-27-2011
Business Partner: C721 **Invoice:** SLS/10024717 **Customer Order:** 45000010126
Carrier/LSF: **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	09-27-2011	17760.0000	EA	2.2400		39,782.40
	Lot: DKDN Lot Qty: 17760						
					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 78216

ACCOUNTING

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/999

AGENT'S NO	SHIPPER'S NO.
C721	108000050

SOLD TO

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

SHIP TO

Delivery Address
PRASCO LABOR RIES
6125 COMMERCE CRT
MASON, OH 45040
USA

PO Number: 1500010126

*** PROTECT FROM FREEZING ***

NAME OF CARRIER WAVE HOWE TRUCKING		09-26-2011
SPECIAL INSTRUCTIONS TRC #816		ORDER DATE
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. Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without receipt 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.		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 specifically stated by the shipper to be not exceeding. RE If charges are to be prepaid write or stamp here, "To be prepaid."
		REFNO

PRODUCT CODE	QUANTITY	SHIP	LOT	DESCRIPTION
6699393570	17136.000EA 1296.000EA 06B63A	DKCM		714 CS / 11 PLTS METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 10 1296.000 EA EXP 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
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 19,067#

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/999

AGENT'S NO	SHIPPER'S NO.
C721	108000050

SOLD
TO

SHIP
TO

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
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. 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.		NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the spread or declared value of the property. PER If charges are to be prepaid with or stamp here, "To be Prepaid" PREPAID

* * * * * 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 49/12 PLS. EXP. METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 20 648.000 EA 08-31-2014 209-2-11
SHIPMENT		COMPLETE OR	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY REMAIN 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

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

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The above 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. 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 consignee, 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		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 specifically stated by the shipper to be not exceeding: RS If charges are to be prepaid write or stamp here, "To be prepaid." PREPAID

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

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW SHIPMENTS MAY BE MADE FROM ANY 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 78216
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 consignee, 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:
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

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

PRODUCT CODE	LOT	QTY	DESCRIPTION
6699393570	18072.000EA 1584.000EA 05F600	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 05B13C	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 EXP METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 30 1368.000 EA 08-31-2014
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	

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

SOLD
TO

SHIP
TO

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

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The above 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. Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without receipt 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		NOTE: When 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 specifically stated by the shipper to be not exceeding. RT If charges are to be prepaid write or stamp here, "To be prepaid." PREPAID

PRODUCT CODE	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
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

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

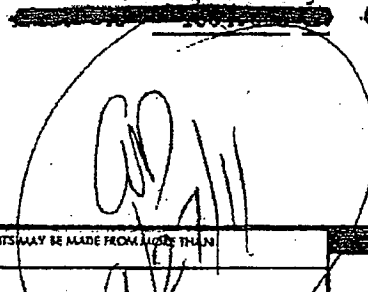
SHIP
TO

OSDPTREG/BCB/999

NAME OF CARRIER		09-26-2011	
		ORDER DATE	
SPECIAL INSTRUCTIONS			
The three 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 this property is hereby specifically stated by the shipper to be not exceeding.	
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.		NO If charges are to be prepaid write or stamp here, "To Be Prepaid."	
PER		PREPAID	

☆ ☆ ☆ ☆ PROTECT FROM FREEZING ☆ ☆ ☆ ☆

PRODUCT CODE	LOT	QTY	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]



SHIPMENT	COMPLETE OR	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM A SITE OTHER 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 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 thereto, 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#RD025934E
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO, TEXAS 78235

PRO #:

**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 (4) conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse to the consignee, the consignor shall sign the following statement:

The carrier shall 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 CLASS (subject to correction)
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: <i>[Signature]</i> TRAILER LOADED BY: <i>[Signature]</i>	

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 "carriage 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 this property.

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

PER

* The class is used for this shipment conforms to the specifications set forth in U.S. Bureau of Customs' certificate thereof, and all other requirements of Uniform Freight Classification.

* Shipper's liability for loss or damage is limited to the actual value of the property at the time of loss or damage.

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

SHIPPER: DPT LABORATORIES, LTD-DEA#RD025934E

Received by: PRASCO

PER: ERNEST DUENEZ

Shipper Phone #/Fax #/E-mail

210-531-7190 210-531-7284

Carrier/Driver: WAYNE HOWE TRUCKING

[Signature]
Receiving & Carrier Signatures

9-27-11

Date

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

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78239

OSDPTREG/BCB/999

ACCOUNTING

#7

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

SHIP TO PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

2,207 CG / 36 PLS.

PO NUMBER: 45000010126

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

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

NAME OF CARRIER UNITED GROUP EXPRESS		09-26-2011
SPECIAL INSTRUCTIONS TRC#51		ORDER DATE
The BLM 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:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.		If charges are to be prepaid write or stamp here, "To be prepaid"
PER		PREPAID

PRODUCT CODE	SECT	LOT	DESCRIPTION
6699393570	17616.000EA	1584.000EA 15802C	DKDL
6699393570	17616.000EA	1584.000EA 15813A	DKDL
OK AND 9/27/11 734 CG / 12 PLS. METRONIDAZOLE VAG.GEL, 0.75% 70g EXP. Pos; 40 1584.000 EA 08-31-2014 METRONIDAZOLE VAG.GEL, 0.75% 70g Pos; 40 1584.000 EA 08-31-2014			
SHIPMENT			TOTAL WEIGHT
COMPLETE OR PARTIAL			19,342 #
BALANCE TO POLICY. 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			

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/999

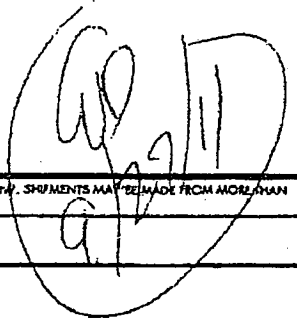
SOLD
TO

SHIP
TO

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

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The rates shown 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 consignee, 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		

PRODUCT CODE	QUANTITY	SLCT	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	
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

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215
DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

ACCOUNTING

OSDEPTREG/BCB/999

SOLD
TO

SHIP
TO

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
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. Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without receipts and the consignee, 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.		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 specifically stated by the shipper to be not exceeding: 7EA 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 CG / 12 PLTS. METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 50 168.000 EA 08-31-2014 EXP.
6699393570	17592.000EA 1584.000EA 00F54C	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
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

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

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

ACCOUNTING

OSDPTREG/BCB/999

SOLD
TO

SHIP
TO

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The above 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. 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		
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 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	SIZE	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 09F530	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 FOR 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

SOLD
TO

SHIP
TO

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The following 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 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:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.		If charges are to be prepaid write or stamp here, "To Be Prepaid."
PER		PREPAID

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

PRODUCT CODE	QUANTITY	LOT	LOT	DESCRIPTION
6699393570	17592.000EA 1584.000EA 10F56A	DKDM		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 50 <u>1584.000 EA</u> 08-31-2014
6699393570	17592.000EA 1584.000EA 10F57A	DKDM		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 50 <u>1584.000 EA</u> 08-31-2014
6699393570	17592.000EA 1584.000EA 10F588	DKDM		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 50 <u>1584.000 EA</u> 08-31-2014
6699393570	17760.000EA <i>L60</i> 336.000EA 07F49B	DKDN		<i>740 CS / 12 PLS.</i> METRONIDAZOLE VAG.GEL, 0.75%70g <i>EXP.</i> Pos: 60 <u>336.000 EA</u> 08-31-2014
6699393570	17760.000EA 1584.000EA 07B30B	DKDN		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 60 <u>1584.000 EA</u> 08-31-2014
6699393570	17760.000EA 1584.000EA 07B48C	DKDN		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 60 <u>1584.000 EA</u> 08-31-2014
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

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

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

SOLD
TO

SHIP
TO

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

NAME OF CARRIER		09-26-2011
		ORDER DATE
SPECIAL INSTRUCTIONS		
The three 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 of 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		

PRODUCT CODE	QUANTITY	UNIT	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	
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

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

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

ACCOUNTING

OSDEPTREG/BCB/999

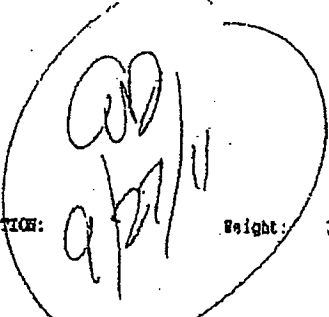
SOLD
TO

SHIP
TO

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

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
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. 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 the shipment without payment of freight and all other lawful charges.		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 specifically stated by the shipper to be not exceeding: Nil If charges are to be prepaid write at stamp here, "To be Prepaid."
PER		PREPAID

PRODUCT CODE	QUANTITY	LOT	IC	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: Weight: 36462.864
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

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.

UNITED GROUP EXPRESS

Carrier

BOL#: 108000050-B

Date: 09/27/2011

Page: 1 of 1

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 Freight 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 #:



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 consignee, 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	HT (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	WEIGHT CLASS (subject to correction)
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: *AD* TRAILER LOADED BY: *AD*

2207 ON 36 STRETCHWRAPPED PALLETS

19342 LBS

TOTALS

MARK "X" IN THE HT 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 "water'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 above clause used for this shipment conforms to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

* Shipper's Import is first 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

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348

Received by: PRASCO

PER: ERNEST DUENEZ

Shipper Phone # / Fax # / E-mail

210-531-7190 210-531-7284

Carrier/Driver: UNITED GROUP EXPRESS

Receiving & Carrier Signatures

Date

Star Bill of Lading Software - www.starbol.com



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

Sales Order: 200 111000004 **Customer Order/Ref:** **Date:** 09-12-2011
Business Partner: C721 **Invoice:** SLS/10024651 **Customer Order:** 4500009526
Carrier/USP: **Terms of Delivery:** **Terms of Payment:** Net 30

Line 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

Please state with your payment : SLS/10024651

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

ACCOUNTING

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
SPECIAL INSTRUCTIONS (TEMP MONITOR) TRC#6789		ORDER DATE
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.
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.		PER
PER		If charges are to be prepaid write or stamp here, "To be Prepaid."
		PREPAID

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

725cs

on 11 plts.

PO Number : 4500009526

***. PROTECT FROM FREEZING ***

QUANTITY	UNIT	PRICE	AMOUNT	DESCRIPTION	DATE
2933620025	EA	17400.00	1560.00	METROGEL VAGINAL, 70 g Pos: 10 1560.000 EA	07-31-2014
2933620025	EA	17400.00	1584.00	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA	07-31-2014
2933620025	EA	17400.00	1584.00	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA	07-31-2014
2933620025	EA	17400.00	1584.00	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA	07-31-2014
2933620025	EA	17400.00	1584.00	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA	07-31-2014
2933620025	EA	17400.00	1584.00	METROGEL VAGINAL, 70 g Pos: 10 1584.000 EA	07-31-2014

OK RA 9/21/11

9-12-11

CS: 1455

PI: 23

WT: 13,111 #

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE AT ONE LOCATION
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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

6512#

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

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

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

PO# : 4500009526

*** PROTECT FROM FREEZING ***

NAME OF CARRIER		09-07-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The above 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. 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.		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 specifically stated by the shipper to be not exceeding. PER If charges are to be prepaid write or stamp here, "To be Prepaid." PREPAID

PRODUCT CODE	LOT	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
SHIPMENT			TOTAL WEIGHT
COMPLETE or PARTIAL			6599#
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.			

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 major 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#RD025934E
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO, TEXAS 78235

PRO #:**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:** *ms/gjs***Third Party Billing Information**

GRACEWAY PHARMACEUTICALS, LLC 340 MARTIN LUTHER KING JR BLVD.
SUITE 400 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 consignee, 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	UNIT	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	WEIGHT CLASS (subject to correction)
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: *ms*

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 above 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 liability to the carrier is limited to the amount of the 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

SHIPPER: DPT LABORATORIES, LTD-DEA#RD025934E

Received by: GRACEWAY PHARMACEUTICALS INC.

PER: ELLSWORTH MCCANN *EMC*

Carrier/Driver: ATLANTIC TRANSPORT, INC.

Shipper Phone # / Fax # / E-mail

210-531-7190 210-531-7284

1

9-12-11

Receiving & Carrier Signatures

Date

Star Bill of Lading Software - www.starbol.com



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

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

Page 1 of 2
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,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

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

Page 2 of 2
04/01/2011 05:41:11

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 PLATS, 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 Div 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 : DHE7 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
85204.80

Total USD
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 :
PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

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,0.75470g Lot: DKCN Lot Qty: 17136	09-27-2011	17136.0000	EA	2.2400		38,384.64
20 6699393570	METRONIDAZOLE VAG.GEL,0.75470g Lot: DKCN Lot Qty: 18072	09-27-2011	18072.0000	EA	2.2400		40,481.28
30 6699393570	METRONIDAZOLE VAG.GEL,0.75470g Lot: DKCP Lot Qty: 17208	09-27-2011	17208.0000	EA	2.2400		38,545.92
40 6699393570	METRONIDAZOLE VAG.GEL,0.75470g Lot: DKDL Lot Qty: 17616	09-27-2011	17616.0000	EA	2.2400		39,459.84
50 6699393570	METRONIDAZOLE VAG.GEL,0.75470g 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

Page 2

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 78216

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA

OSDPTREG/BCB/999

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

SOLD
TO

SHIP
TO

Delivery Address
PRASCO LABOR RIES
6125 COMMERCE CRT
MASON, OH 45040
USA

PO Number: 1500010126

*** PROTECT FROM FREEZING ***

ACCOUNTING

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

NAME OF CARRIER WAVVE HOWE TRUCKING		09-26-2011
SPECIAL INSTRUCTIONS TRL # 816		ORDER DATE
The filer 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. 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.		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 specifically stated by the shipper to be not exceeding: FR If charges are to be prepaid write or stamp here, "To be prepaid."
PREPAID		

PRODUCT CODE	QUANTITY	UNIT	LOT	DESCRIPTION
6699393570	17136.000EA	1296.000EA 06B63A	DKCM	714 CS / 11 PLS METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 10 1296.000 EA EXP 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
SHIPMENT				COMPLETE or PARTIAL
ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL				BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION
				TOTAL WEIGHT 19,067#

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/999

AGENTS NO	SHIPPER'S NO.
C721	108000050

SOLD
TO

SHIP
TO

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The bills of lading 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. 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.		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 specifically stated by the shipper to be not exceeding: PER PREPAID

PRODUCT CODE	QUANTITY	UNIT	LOT	DESCRIPTION
6699393570	17136.000EA	07B61B	DKCM	METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	1584.000EA	07F61A	DKCM	METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA	07F61B	DKCM	METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	1584.000EA	07F62A	DKCM	METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	17136.000EA	07F62C	DKCM	METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 10 1584.000 EA 08-31-2014
6699393570	18072.000EA	09B14C	DKCN	753 49 / 12 PLS. EXP. METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 20 648.000 EA 08-31-2014 209-2-11
SHIPMENT	COMPLETS 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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The bills of lading 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. PRE		
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding: PS If charges are to be prepaid write or stamp here: "To be prepaid." PREPAID		

★ ★ ★ ★ PROTECT FROM FREEZING ★ ★ ★ ★

PRODUCT CODE	QUANTITY	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
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

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78216
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
SPECIAL INSTRUCTIONS		ORDER DATE
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. 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 consignee the carrier shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. PER		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 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	LOT	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	17108.000EA 1368.000EA 06F65A	DKCP		717 CS / 11 PLTS EXP METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 30 1368.000 EA 08-31-2014
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

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

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

ACCOUNTING

OSDEPTREG/BCB/999

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

SOLD
TO

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The above 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. 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		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 specifically stated by the shipper to be not exceeding: PS 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	17208.000EA 1584.000EA 06B59A	DKCP		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 30 <u>1584.000 EA</u> 08-31-2014
6699393570	17208.000EA 1584.000EA 06B59B	DKCP		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 30 <u>1584.000 EA</u> 08-31-2014
6699393570	17208.000EA 1584.000EA 06B65A	DKCP		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 30 <u>1584.000 EA</u> 08-31-2014
6699393570	17208.000EA 1584.000EA 06B65B	DKCP		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 30 <u>1584.000 EA</u> 08-31-2014
6699393570	17208.000EA 1584.000EA 06F57B	DKCP		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 30 <u>1584.000 EA</u> 08-31-2014
6699393570	17208.000EA 1584.000EA 06F59A	DKCP		METRONIDAZOLE VAG.GEL, 0.75%70g Pos: 30 <u>1584.000 EA</u> 08-31-2014
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

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The three 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. 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		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 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	UNIT	DESCRIPTION	DATE
6699393570	17208.000EA	DKCP	METRONIDAZOLE VAG.GEL, 0.75%70g	08-31-2014
	1584.000EA 06F59B		Pos: 30 1584.000 EA	
6699393570	17208.000EA	DKCP	METRONIDAZOLE VAG.GEL, 0.75%70g	08-31-2014
	1584.000EA 06F63A		Pos: 30 1584.000 EA	
6699393570	17208.000EA	DKCP	METRONIDAZOLE VAG.GEL, 0.75%70g	08-31-2014
	1584.000EA 06F65B		Pos: 30 1584.000 EA	
6699393570	17208.000EA	DKCP	METRONIDAZOLE VAG.GEL, 0.75%70g	08-31-2014
	1584.000EA 06F68A		Pos: 30 1584.000 EA	
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#RD025934E
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO, TEXAS 78235

PRO #:

**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	CLASS (subject to correction)
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: <i>[Signature]</i>		
			TRAILER LOADED BY: <i>[Signature]</i>		

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 bills are 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 is required to file a claim; 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

SHIPPER: DPT LABORATORIES, LTD-DEA#RD025934E

Received by: PRASCO

PER: ERNEST DUENEZ

Shipper Phone # / Fax # / E-mail

210-531-7190 210-531-7284

Carrier/Driver: WAYNE HOWE TRUCKING

[Signature] 9-27-11

Receiving & Carrier Signatures

Date

Star Bill of Lading Software - www.starbol.com

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

SHIP TO PRASCO LABORATORIES
6125 COMMERCE COURT
MASON, OH 45040

PO NUMBER: 45000010126

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

ACCOUNTING

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

NAME OF CARRIER UNITED GROUP EXPRESS		09-26-2011
SPECIAL INSTRUCTIONS TRC#51		ORDER DATE
The EBR 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. 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.		NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. PER If charges are to be prepaid write or stamp here, "To Be Prepaid" PREPAID

09-27-11

2207 CG / 36 PLS.

PRODUCT CODE	LOT	LOT	DESCRIPTION
6699393570	17616.000EA	1584.000EA	19B02C DKDL
6699393570	17616.000EA	1584.000EA	19B13A DKDL
OK AND 9/27/11 734 CG / 12 PLS. METRONIDAZOLE VAG. GEL, 0.75% 70g Pos: 40 1584.000 EA 08-31-2014 METRONIDAZOLE VAG. GEL, 0.75% 70g Pos: 40 1584.000 EA 08-31-2014 EXP.			
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.			19,342#

8.03#

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

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

ACCOUNTING

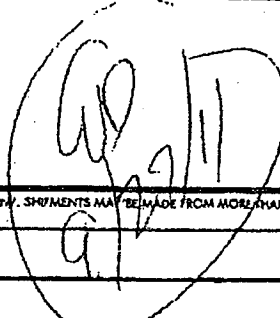
OSDPTREG/BCB/999

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

SOLD
TO

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The bills of lading 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. 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		
NOTE: When 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 specifically stated by the shipper to be not exceeding: Nil If charges are to be prepaid write or stamp here, "To be Prepaid" PREPAID		

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

PRODUCT CODE	QUANTITY	SIZE	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

ACCOUNTING

OSDPTREG/BCB/999

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

SOLD
TO

SHIP
TO

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The free 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. 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		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 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	UNIT	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 CG / 12 PLS. METRONIDAZOLE VAG.GEL, 0.75%70g EXP. Pos: 50 168.000 EA 08-31-2014
6699393570	17592.000EA 1584.000EA	00F54C	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
SHIPMENT			COMPLETE	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

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

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: When 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: PER If charges are to be prepaid write or stamp here, "To be prepaid"
		PREPAID

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

PRODUCT CODE	QUANTITY	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 FOR 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

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
SPECIAL INSTRUCTIONS		ORDER DATE
The five 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. 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.		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 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	UOM	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 10F49B	DKDN		740 CG / 12 PLS. EXP. 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.				

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

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
The three boxes used for this shipment conform to the specifications set forth in the box master's certificate header, and all other requirements of Uniform Freight Classification. 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 of other lawful charges. PER		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 specifically stated by the shipper to be not exceeding: PER If charges are to be prepaid write or stamp here, "To be Prepaid." PREPAID

PRODUCT CODE	LOT	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
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

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

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

ACCOUNTING

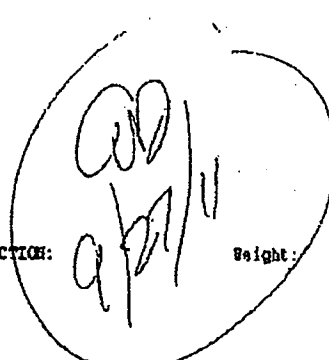
OSDETREG/BCB/999

SOLD
TO

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

NAME OF CARRIER		09-26-2011
SPECIAL INSTRUCTIONS		ORDER DATE
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. 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 the shipment without payment of freight and all other lawful charges. PER		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 specifically stated by the shipper to be not exceeding: Nil If charges are to be prepaid write at stamp here, "To be Prepaid." PREPAID

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

PRODUCT CODE	QUANTITY	LOT	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:  Weight: 36462.864
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

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.

UNITED GROUP EXPRESS

Carrier

BOL#: 108000050-B

Date: 09/27/2011

Page: 1 of 1

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#RD025934E
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO, TEXAS 78235

PRO #:



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 to the consignee, 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
2207 CASE			MEDICINES, N.O.S.
			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: <i>AD</i> TRAILER LOADED BY: <i>GW</i>

WEIGHT CLASS
(subject to connection)

19342

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 "waterborne" or "shipper's choice".

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

* Shipper's Import is free 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

SHIPPER: DPT LABORATORIES, LTD-DEA#RD025934E

Received by: PRASCO

PER: ERNEST DUENEZ

Carrier/Driver: UNITED GROUP EXPRESS

Shipper Phone # / Fax # / E-mail

210-531-7190 210-531-7284

1

Receiving & Carrier Signatures

Date

Star Bill of Lading Software - www.starbol.com



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

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

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06/08/2011 09:36:48

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	4500010126
Date	06/08/2011
Vendor No.	300001
Currency	USD
Buyer	Supply Chain Inven
Phone	423-274-2100
Ship Date	10/07/2011

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

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

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06/08/2011 09:36:48

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 therefor 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 Div 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

Page 2

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
236060.16

Total USD
236060.16

November 2, 2011

Thomas Rice

trice@coxsmith.com

210.554.5511

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

Received 11.03.11

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

COX SMITH MATTHEWS INCORPORATED

112 East Pecan Street | Suite 1800

San Antonio, TX 78205

210 554 5500 tel | 210 226 8395 fax

COXSMITH.COM