

1. Name of Debtor (Check Only One):
 Graceway Pharmaceuticals, LLC (11-13036) Chester Valley Pharmaceuticals, LLC (11-13041)
 Graceway Pharma Holding Corp. (11-13037) Graceway Canada Holdings, Inc. (11-13042)
 Graceway Holdings, LLC (11-13038) Graceway International, Inc. (11-13043)
 Chester Valley Holdings, LLC (11-13039)

This form should not be used to assert a claim for an administrative expense arising after the commencement of the case, which should be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to assert a claim under 11 U.S.C. § 503(b)(9), which should be filed pursuant to the 503(b)(9) Administration Order, entered on October 17, 2011 [Docket No. 122].

2. Name of Creditor (the person or other entity to whom the Debtor owes money or property): AmerisourceBergen Drug Corporation

Name and address where notices should be sent:
 Morton R. Branzburg, Esquire
 Klehr Harrison Harvey Branzburg, LLP
 1835 Market Street, Suite 1400
 Philadelphia, PA 19103
 215-569-3007 mbranzburg@klehr.com

Check this box to indicate that this claim amends a previously filed claim.

RECEIVED
 Court Claim Number: _____
 (If known) **DEC 29 2011**
 Filed on: **BMC GROUP**

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. Please review the bar date notice to determine whether you must file a proof of claim to preserve your rights. The bar date notice is available online at www.bmcgroup.com/graceway or upon request at the address on the back of this form.

Name and address where payment should be sent (if different from above):

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

Check this box if you are the Debtor or trustee in this case.

Telephone number:

THIS SPACE IS FOR COURT USE ONLY

3. Amount of Claim as of Date Case Filed: \$ 238,238.43

If all or part of your claim is secured, complete item 6 below; however, if all of your claim is unsecured, do not complete item 6. If all or part of your claim is entitled to priority, complete item 7.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

7. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

4. Basis for Claim: rejection damages in contract claims
(See instruction #4 on reverse side.)

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

5. Last four digits of any number by which creditor identifies Debtor: _____
 5a. Debtor may have scheduled account as: _____
(See instruction #5a on reverse side.)

Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(4).

6. Secured Claim (See instruction #6 on reverse side.)
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Equipment Other
 Describe: setoff of amounts due under contract

Value of Property: \$ _____ Annual Interest Rate _____%

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ 238,238.43 Amount Unsecured: \$ _____

Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5).

Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7).

Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8).

Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

8. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Amount entitled to priority:
 \$ _____

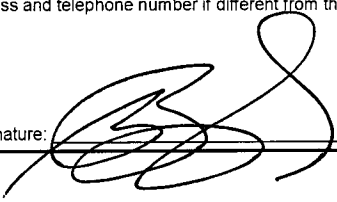
9. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 9 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.


*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

10. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Date: 12/28/11 Signature:  Printed Name: Morton R. Branzburg

FOR COURT USE ONLY

Graceway Pharmaceuticals LLC



00170

1971-1972

1972-1973

1973-1974

POWER OF ATTORNEY

AmerisourceBergen Drug Corporation ("ABDC") hereby appoints Morton R. Branzburg, Esquire or any other attorney or paralegal of the law firm Klehr | Harrison | Harvey | Branzburg, LLP to act as ABDC's Attorney-in-Fact (the "Attorney-In-Fact") to execute and prosecute proofs of claim on behalf of ABDC to be filed in the United States bankruptcy courts.

AMERISOURCEBERGEN DRUG CORPORATION

Date: 12-23-2011

By: [Signature]
Name: John G. Chou
Title: SVP, General Counsel & Secretary

Sworn to and Subscribed before me this 23rd day of December, 2011.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Eileen S. Menkes, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires June 19, 2012
Member, Pennsylvania Association of Notaries

My Commission Expires:
6-19-2012

Debtor: Graceway Pharmaceuticals, LLC
Case No. 11-13036

Attachment to Proof of Claim
filed by AmerisourceBergen Drug Corporation

The documentation evidencing this indebtedness is voluminous. Copies are available upon request to Morton R. Branzburg, Esquire, Klehr | Harrison | Harvey | Branzburg, LLP, 1835 Market Street, Suite 1400, Philadelphia, PA 19103; telephone number 215-569-3007.

On or about January 1, 2011, AmerisourceBergen Drug Corporation ("ABDC") and Bellco Drug Corp. ("Bellco") entered into a distribution service agreement (the "DSA") with Graceway Pharmaceuticals, LLC ("Graceway"). The DSA contains confidential and proprietary information. The Debtors are a party to the DSA and thus already have a copy of the DSA. ABDC will provide a copy of the DSA to the Debtors or other parties upon the execution of an acceptable confidentiality agreement.

The DSA requires Graceway to comply with ABDC's Chargeback policy, which is annexed hereto as **Exhibit A**. Furthermore, the DSA requires Graceway to accept returns of product. The amounts owed to ABDC under the DSA are described in the annexed **Exhibit B**. ABDC currently owes Graceway certain amounts under the DSA that exceed the amount of this claim and thus the entirety of this claim is secured by ABDC's right of setoff. ABDC asserts that any portion of the claim that is ultimately held to not be fully secured is an unsecured claim against the estate and no portion of such unsecured claim shall be deemed waived due to ABDC's assertion that such claim is secured.

In executing and filing this claim, ABDC is not waiving in any manner or under any circumstances any security interest it now has or may be determined to have at any time, nor is it waiving any claim, action, cause of action or right of set-off, it may have against debtor or any other entity or person, including the right to assert claims in amounts different from the amounts set forth herein, nor is it waiving any defense, offset, recoupment, counter-claim or similar right or remedy it may now have or at any time have against debtor or any other entity or person or with respect to any legal or equitable proceeding now existing or hereafter commenced. ABDC reserves the right to amend or supplement this claim in any respect including, but not limited to, the assertion, by proof of claim or other application to this Bankruptcy Court, for any amount that becomes due under any other various agreements, pursuant to court order or otherwise, and continuing costs, fees and expenses (including legal fees and disbursements) arising out of or related to the claims asserted herein.

CONTRACT & CHARGEBACK ADMINISTRATION POLICY

AmerisourceBergen Drug Corporation ("AMERISOURCEBERGEN") is committed to the administration of contracts between manufacturers and other pharmaceutical industry suppliers ("Suppliers") and Customers for Products purchased by Customers from AMERISOURCEBERGEN where a Contract Price has been agreed upon between a Supplier and Customers, subject to the terms and conditions of this Policy. Suppliers must comply with this Policy and the Healthcare Distribution Management Association's (HDMA's) voluntary guidelines for contract and chargeback administration entitled "Streaming the Contracts Administration Process" ("HDMA Guidelines"). In the event of a conflict between this Policy and the HDMA guidelines, this Policy shall prevail. AMERISOURCEBERGEN may modify this Policy from time to time in its sole discretion.

1. Definitions

A. "Chargeback" means the difference between the published wholesale replacement cost in effect on the invoice date of sale to a Customer and, if less than such price, the Contract Price negotiated between a Supplier and such Customer that is in effect on the order date of sale.

B. "Chargeback Advance" means a payment from Supplier to compensate AMERISOURCEBERGEN for the expense of financing price discounts to Customers before AMERISOURCEBERGEN is reimbursed by Supplier.

C. "Contract Price" means the price quoted to AMERISOURCEBERGEN in a Wholesaler Notification for a specific Product applicable to a particular Customer.

D. "Customer" means an entity that purchases Products and is designated by a Supplier in a Wholesaler Notification as qualified to purchase Products at a Contract Price.

E. "Product" means a product from a Supplier for which a special Contract Price applies for designated Customers.

F. "Wholesaler Notification" means a notice sent to AMERISOURCEBERGEN by a Supplier that specifies the contract price to be charged for specific Products to specific Customers. Wholesaler Notifications may be either an initial notice or notice of changes to a prior Wholesaler Notification.

2. Contract Chargeback Overview

Suppliers shall immediately notify AMERISOURCEBERGEN of contracts Supplier has signed with Customers that include special Contract Prices for specific Products. The Wholesaler Notification will include the information specified in this Policy. AMERISOURCEBERGEN will, in turn, sell such Products to such Customers at the Contract Price and at prices solely negotiated by AMERISOURCEBERGEN and the Customer. Upon selling a Product to a Customer, AMERISOURCEBERGEN will charge Supplier for the difference between the current replacement cost of the product and, if less than such price, the Contract Price.

Chargebacks will include information specified in this Policy. Supplier will pay Chargebacks to AMERISOURCEBERGEN pursuant to this Policy.

3. Wholesaler Notification—New Contracts/Changes

A. Non-EDI Wholesaler notification for a new Contract price or contract must be received by AMERISOURCEBERGEN at least ten (10) days before its effective date and must include all required information. AMERISOURCEBERGEN must receive EDI notification at least two (2) days before its effective date. Supplier may not deny any Chargeback for failure to comply with conditions or failure to provide information if Supplier did not include it in the Wholesaler Notification.

B. All Wholesaler Notifications must include the following information:

- Supplier information (including contact name, address, phone, fax, etc.)
- Contract start/end dates
- Contract number for chargeback submissions and name of GPO or Customer
- Customers eligible for Contract Prices, including name, address, and reference number (e.g., DEA/HIN).
- Products along with appropriate NDC/UPC number and Wholesale unit cost
- Contract Prices

C. Suppliers requiring price changes to existing contracts may send a change notification to Wholesaler with updated information. Such changes may add, delete or modify information. AMERISOURCEBERGEN should receive non-EDI notification at least ten (10) days before the effective date and EDI notifications should be received at least two (2) days prior to effective date. Changes should include all information required in section 3.B. for a new contract. Supplier must include action code (i.e., add, modify, delete).

4. Wholesaler Notification Requirements for New Contracts/Changes

A. AMERISOURCEBERGEN requires that all Wholesaler Notifications for new contracts and contract changes be sent electronically using EDI transaction set 845(Bid Award).

a. A Supplier that is not utilizing EDI 845 to send contract notifications can send an electronic file in a layout approved by AMERISOURCEBERGEN. File layout and additional details may be obtained from the AMERISOURCEBERGEN Director of Contracts.

b. A Wholesaler Notification that is not received via EDI 845 or in an AMERISOURCEBERGEN approved file format from the Supplier will result in an administrative fee of \$100 per contract document.

B. Failure to provide non-EDI Wholesaler Notifications for new contracts and contract changes to AMERISOURCEBERGEN at least ten (10) days prior to the effective date and at least two (2) days prior to effective date when sent via EDI 845 or electronic file, will result in

an administrative fee of \$100 per contract document. Any Notification received on or past the contract's effective date will result in a fee of \$500 per contract document.

C. AMERISOURCEBERGEN requires that a DEA number or HIN be included for each eligible customer on the Wholesaler Notification. An administrative fee of \$25 will result for each missing identifier.

D. AMERISOURCEBERGEN requires a valid NDC or UPC identifier for each item that is listed on the Wholesaler Notification. An administrative fee of \$25 will result for each missing identifier.

5. Backdated Contracts

If Supplier requires the implementation of a backdated contract, AMERISOURCEBERGEN will charge \$500 per contract document. In addition, there will be a \$10.00 charge for each credit and rebill transaction line created for a Customer as a result of the backdated contract.

6. Chargeback Claims

A. AMERISOURCEBERGEN will submit initial Chargeback claims on a scheduled basis, either daily or weekly.

B. Chargeback claim submissions will include the following information (unless otherwise agreed by AMERISOURCEBERGEN and Supplier in writing):

- AMERISOURCEBERGEN information (including name, address, any requested identifying number specified by Supplier and AMERISOURCEBERGEN's debit memo/reference number)
- Supplier information (including any information requested by Supplier)
- Customer information (including name and reference number [e.g., DEA/HIN])
- Sale information
 - Product description (including size and NDC number)
 - Quantity shipped
 - Invoice number
 - Date of order
 - Contract number (or other reference number)
 - Contract Price
 - Unit cost per Supplier's current price list
 - Extended Chargeback amount due
- Total Chargeback amount due (including all sales submitted on Chargeback claim)

E. Chargeback claims will be submitted by EDI (Transaction set- 844 Chargebacks). Any Supplier not capable of receiving EDI transaction set 844 will need to pick up the chargeback submission data on a secured website. Supplier must contact AMERISOURCEBERGEN Chargeback Manager to obtain instructions and password to access website.

F. In the event that new information surfaces that cause corrections or adjustments to prior sales, chargeback claims can be reopened and resubmitted within eighteen (18) months of the original sale date or as otherwise may be required in a government contract.

G. If AMERISOURCEBERGEN and Supplier do not have a signed written agreement indicating the time limit for chargeback submissions, Supplier may not otherwise impose any such time limit.

7. Chargeback Reimbursement

AMERISOURCEBERGEN expects to maintain at least a "cash neutral" position in processing Chargebacks. This can be achieved through the following options:

A. **Chargeback Advance.** Supplier will maintain a Chargeback Advance deposit with AMERISOURCEBERGEN equal to the number of days a Chargeback claim is outstanding to AMERISOURCEBERGEN multiplied by an average daily Chargeback value (based on the previous three months of history). The Chargeback Advance deposit will be adjusted periodically (quarterly). If Supplier does not adjust its balance, AMERISOURCEBERGEN may do so through a deduction from any amount it owes a Supplier.

B. **Daily submission and processing of Chargeback.** Issuance and receipt of credit memo for chargeback submission should not exceed two (2) business days from receipt of chargeback claim.

C. **Deductions.** AMERISOURCEBERGEN will make an immediate deduction against any amount owed to Supplier upon generation of the Chargeback claim, unless otherwise agreed to in writing.

8. Chargeback Variance Report and Credit Memo Requirements

AMERISOURCEBERGEN requires that all chargeback variances and credit memo detail be reported using EDI transaction set 849 (reconciliation).

A. Any Supplier that is not utilizing EDI transaction set 849 to report variances can supply reconciliation details in an AMERISOURCEBERGEN approved file format. File layout and additional details may be obtained from the AMERISOURCEBERGEN Director of Chargebacks.

B. Any chargeback variance detail that is not received via EDI transaction set 849 or in an electronic file from a Supplier will result in an administrative charge of \$100 per chargeback debit memo.

C. A credit memo only is not acceptable as a chargeback reconciliation report. A reconciliation report using HDMA error codes is required. AMERISOURCEBERGEN will charge Supplier an administrative fee of \$100 per chargeback debit memo if chargeback variance detail is not in required format.

D. Any chargeback reconciliation report that is not received by AMERISOURCEBERGEN within fifteen (15) days of the original submission date will be charged \$100 per debit memo.

E. Due to customer credit and rebill constraints, AMERISOURCEBERGEN will not accept any initial chargeback reconciliation/credit memo that is older than six (6) months from the original chargeback submission date. Any previous deduction taken for the chargeback will be deemed final.

9. Negative Chargebacks

If a Product that was sold on contract is returned within ninety (90) days of the original invoice date by a Customer for credit and that Product will be resold under a contract price or returned to Supplier for the full WAC price, AMERISOURCEBERGEN will notify Supplier and reimburse Supplier through a negative Chargeback, if required by contract.

10. New Customer Eligibility Confirmation

Prior to a new customer file being activated by AMERISOURCEBERGEN, an e-mail notification is sent to the Supplier requesting confirmation of contract eligibility. A response to the confirmation is an important step in providing accurate pricing to the mutual Customer from day one. A non-response to the confirmation request prior to the Customer's effective date will result in a \$500 charge and a \$10.00 charge for each credit and rebill transaction line created as a result of the non-response.

Administrative fees will be accumulated by calendar month. A debit memo will be generated by the 10th of the following month and deducted from the Supplier's next payment from AMERISOURCEBERGEN.

11. Chargeback Reconciliation

AMERISOURCEBERGEN makes every effort to insure that the pricing extended to Customers is as accurate as possible for both Suppliers and Customers. However, an independent review by a Customer or its auditors may, for a variety of reasons, identify incorrectly billed Products. Suppliers will cooperate with AMERISOURCEBERGEN to promptly resolve any such discrepancies that are identified, including in the area of government audits. Government accounts will be precluded from Supplier's time limitations or restrictions with regard to chargeback submissions.

12. Cost Adjustments

A. Wholesale Cost Adjustments

Adjustments to wholesale replacement cost will only be allowed if it is agreed to by the AMERISOURCEBERGEN Supply Chain Department and communicated to

AMERISOURCEBERGEN's Chargeback Administrator at least fifteen (15) days before any affected Chargeback sale.

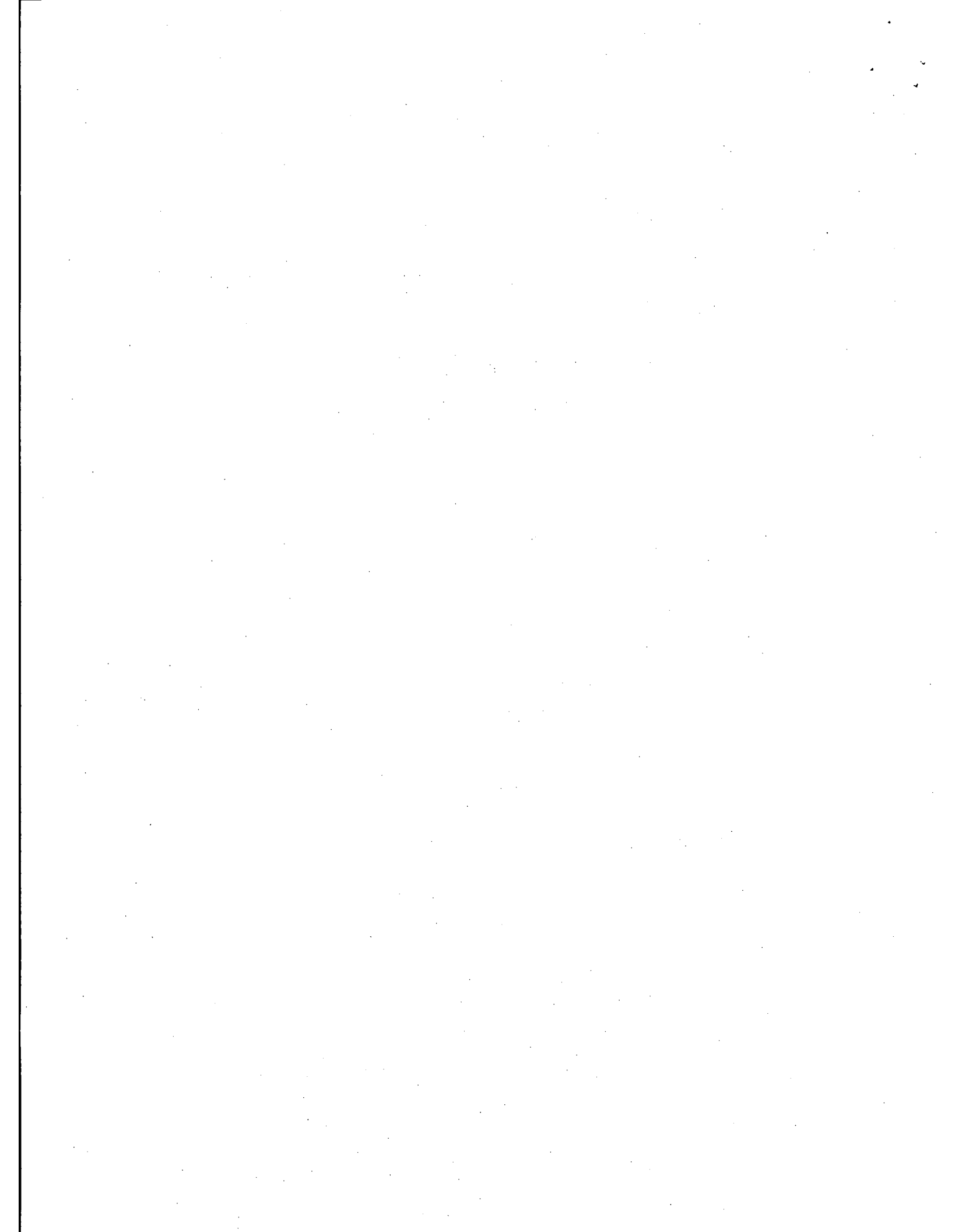
B. Price Reductions Credit

If Supplier reduces its net Product price, it will make available a credit to AMERISOURCEBERGEN equal to the price reduction multiplied by the number of Product units in AMERISOURCEBERGEN's inventory on the effective date of such reduction. Supplier will issue such credit within fifteen (15) days of AMERISOURCEBERGEN's providing a report substantiating its inventory on such date. Such credits will not reduce the amount of any Chargeback claim.

C. Cash Discounts

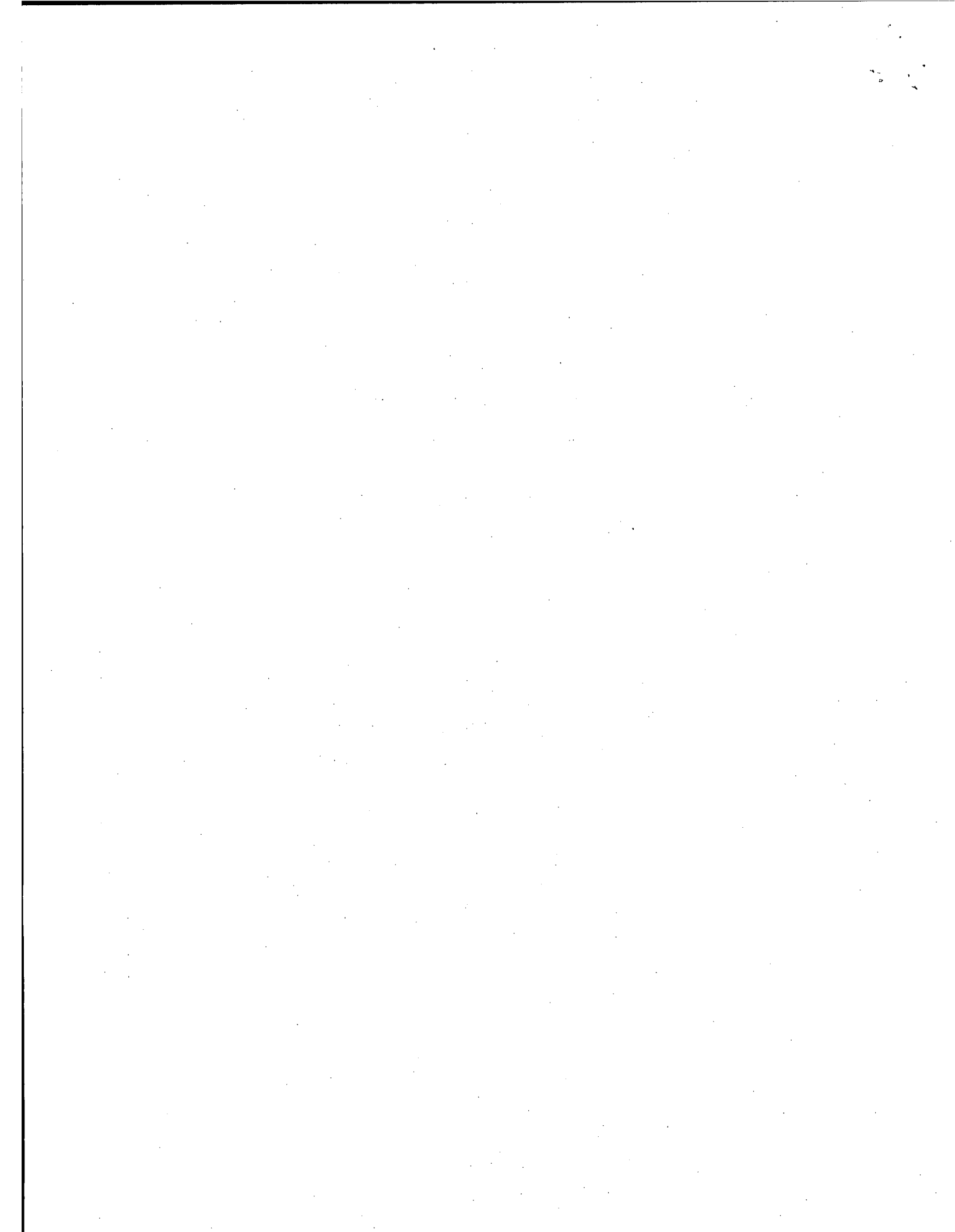
Chargebacks are in addition to and not a substitute for normal trade terms. As such, Chargebacks will not be reduced by any prompt pay or cash discount, (e.g., 2% net 30 days).

Company Code	Vendor	Vendor Name	Document Number	Reference	Gross Amount	Cash Disc	Net Amt	Payment methods	Document Type
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7021812587	90086260	\$ 3,408.38	\$ -	\$ 3,408.38	C	X8
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028675426	90077202A	\$ 532.18	\$ -	\$ 532.18	C	X8
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006741001	90092524	\$ 664.12	\$ -	\$ 664.12	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006740665	90092777	\$ 664.12	\$ -	\$ 664.12	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7002740905	GA091121913	\$ 0.67	\$ -	\$ 0.67	C	X8
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006740666	90092938	\$ 88.30	\$ -	\$ 88.30	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006736792	90093446	\$ 166.03	\$ -	\$ 166.03	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006733755	90093447	\$ 332.06	\$ -	\$ 332.06	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006741002	90093434	\$ 488.09	\$ -	\$ 488.09	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006740594	90093437	\$ 664.12	\$ -	\$ 664.12	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006740595	90093435	\$ 664.12	\$ -	\$ 664.12	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006736791	90093438	\$ 691.12	\$ -	\$ 691.12	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028549977	90093648	\$ 27.00	\$ -	\$ 27.00	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	702811233	90093650	\$ 27.00	\$ -	\$ 27.00	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028555082	90093651	\$ 27.00	\$ -	\$ 27.00	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028556021	90093653	\$ 72.81	\$ -	\$ 72.81	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7000035803	90093656	\$ 88.30	\$ -	\$ 88.30	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028556026	90093652	\$ 111.82	\$ -	\$ 111.82	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028548811	90093645	\$ 111.82	\$ -	\$ 111.82	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028549980	90093646	\$ 111.82	\$ -	\$ 111.82	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	1700398880	90093647	\$ 223.63	\$ -	\$ 223.63	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028549981	90093647	\$ 223.64	\$ -	\$ 223.64	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028549982	90093654	\$ 664.12	\$ -	\$ 664.12	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7028549953	90093649	\$ 664.12	\$ -	\$ 664.12	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7000032955	90093655	\$ 1,507.36	\$ -	\$ 1,507.36	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006741003	90093731	\$ 111.82	\$ -	\$ 111.82	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006577205	90093732	\$ 664.12	\$ -	\$ 664.12	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	1700399869	0531023724-01	\$ 368.96	\$ -	\$ 368.96	C	KG
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7000954040	90093824	\$ 2,664.18	\$ -	\$ 2,664.18	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7000041012	90093873	\$ 664.12	\$ -	\$ 664.12	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7000040179	90093874	\$ 2,104.18	\$ -	\$ 2,104.18	C	X9
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	1700398868	90093875	\$ 3,427.60	\$ -	\$ 3,427.60	C	KG
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7000035961	90093872	\$ 6,237.12	\$ -	\$ 6,237.12	C	X9
0033	20001396	GRACEWAY PHARMACEUTICALS LLC	1366889	90093745C	\$ 319.08	\$ -	\$ 319.08	C	X3
0033	20001396	GRACEWAY PHARMACEUTICALS LLC	1363486	3311363486	\$ 53.18	\$ -	\$ 53.18	C	X3
0033	20001396	GRACEWAY PHARMACEUTICALS LLC	1366966	90093927C	\$ 265.90	\$ -	\$ 265.90	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7000052764	90094230	\$ 81.00	\$ -	\$ 81.00	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006577208	90094231	\$ 111.82	\$ -	\$ 111.82	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7002750238	COS11098810	\$ 5,727.08	\$ -	\$ 5,727.08	C	X8
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4110114	90094157C	\$ 26.59	\$ -	\$ 26.59	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4114346	90094158C	\$ 40.15	\$ -	\$ 40.15	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4105700	61114105700	\$ 48.18	\$ -	\$ 48.18	C	X3



0033	20001396	GRACEWAY PHARMACEUTICALS LLC	1370742	90094164C	\$	53.18	\$	53.18	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4094154	61114094154	\$	79.77	\$	79.77	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4100806	61114100806	\$	97.76	\$	97.76	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4110874	90094161C	\$	123.04	\$	123.04	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4113039	90094166C	\$	130.49	\$	130.49	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4094554	61114094554	\$	155.46	\$	155.46	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4111167	90094171C	\$	164.41	\$	164.41	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4111914	90094155C	\$	182.33	\$	182.33	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	41111051	90094165C	\$	201.00	\$	201.00	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4114124	90094169C	\$	207.80	\$	207.80	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4105346	61114105346	\$	209.70	\$	209.70	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4111160	90094163C	\$	236.85	\$	236.85	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	41111068	90094167C	\$	271.55	\$	271.55	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4094555	61114094555	\$	301.05	\$	301.05	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4101833	61114101833	\$	484.00	\$	484.00	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4112238	90094170C	\$	505.29	\$	505.29	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4112906	90094159C	\$	554.69	\$	554.69	C	X3
0033	20001396	GRACEWAY PHARMACEUTICALS LLC	1363983	33111363983	\$	584.98	\$	584.98	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4112415	90094156C	\$	588.53	\$	588.53	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4105500	61114105500	\$	640.66	\$	640.66	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4111937	90094154C	\$	643.19	\$	643.19	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7006736844	90094336	\$	664.12	\$	664.12	C	X7
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4105345	61114105345	\$	857.79	\$	857.79	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4103220	61114103220	\$	1,100.59	\$	1,100.59	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4113902	90094160C	\$	1,137.01	\$	1,137.01	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4103279	61114103279	\$	3,035.25	\$	3,035.25	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4111116	90094168C	\$	3,459.85	\$	3,459.85	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4110897	90094162C	\$	3,537.60	\$	3,537.60	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4094153	61114094153	\$	4,547.75	\$	4,547.75	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4128450	90094255C	\$	16.06	\$	16.06	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4118496	61114118496	\$	26.59	\$	26.59	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4124918	61114124918	\$	34.62	\$	34.62	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4125919	61114125919	\$	53.18	\$	53.18	C	X3
0033	20001396	GRACEWAY PHARMACEUTICALS LLC	1371843	33111371843	\$	79.77	\$	79.77	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4126625	90094266C	\$	80.98	\$	80.98	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4124172	90094257C	\$	110.58	\$	110.58	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4123871	61114123871	\$	122.40	\$	122.40	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4123845	90094261C	\$	123.04	\$	123.04	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4126075	61114126075	\$	123.04	\$	123.04	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4121533	61114121533	\$	175.72	\$	175.72	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4123604	61114123604	\$	183.67	\$	183.67	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4117128	61114117128	\$	207.80	\$	207.80	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4130957	90094260C	\$	208.78	\$	208.78	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4124531	90094264C	\$	244.48	\$	244.48	C	X3

0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4124526	90094267C	\$	244.80	\$	244.80	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4128389	90094256C	\$	253.53	\$	253.53	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4126076	61114126076	\$	265.90	\$	265.90	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4118495	61114118495	\$	284.60	\$	284.60	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4128500	90094262C	\$	318.56	\$	318.56	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4124300	90094259C	\$	329.12	\$	329.12	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4123287	61114123287	\$	404.70	\$	404.70	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4123603	61114123603	\$	423.77	\$	423.77	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4128679	90094258C	\$	588.30	\$	588.30	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4124434	90094254C	\$	592.40	\$	592.40	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4119158	61114119158	\$	942.70	\$	942.70	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4122561	61114122561	\$	1,246.80	\$	1,246.80	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4119257	61114119257	\$	2,157.00	\$	2,157.00	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4124288	90094263C	\$	6,015.00	\$	6,015.00	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4128688	90094253C	\$	6,087.50	\$	6,087.50	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4117127	61114117127	\$	9,348.99	\$	9,348.99	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	4128637	90094265C	\$	9,363.37	\$	9,363.37	C	X3
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7016573091	7019614886DED	\$	64,614.08	\$	64,614.08	C	X1
0061	20001396	GRACEWAY PHARMACEUTICALS LLC	7016573092	7028990754DED	\$	73,062.08	\$	73,062.08	C	X1
Total due to ABC					\$	238,238.43	\$	238,238.43	C	X1



Jenny L. Taylor, Assistant to Morton R. Branzburg
Direct Dial: (215) 569-3008
Email: jtaylor@klehr.com

December 28, 2011

VIA FEDERAL EXPRESS

Graceway Pharmaceuticals Claims Processing
BMC Group, Inc.
18750 Lake Drive East
Chanhassen, MN 55317

Re: Graceway Pharmaceuticals, LLC
U.S.B.C., Dist. of Del. Case No. 11-13036

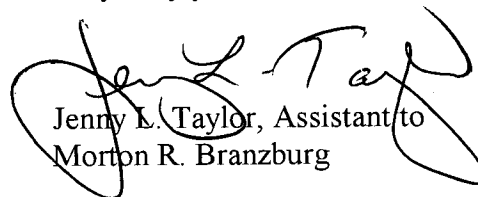
Dear Sir or Madam:

Enclosed please find the original and one copy of a proof of claim to be filed in the above-captioned matter on behalf of AmerisourceBergen Drug Corporation.

Kindly return a time-stamped copy to the undersigned in the pre-addressed, stamped envelope provided.

Thank you for your assistance.

Very truly yours,


Jenny L. Taylor, Assistant to
Morton R. Branzburg

11469-0678