


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		Proof of Claim
Name of Debtor: Graceway Pharmaceuticals, LLC, et al.		Case Number: 11-13036
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Thomson Reuters (Markets) LLC		COURT USE ONLY
Name and address where notices should be sent: c/o Sarah E. Doerr, Esq. Moss & Barnett, A Professional Assoc. 90 7th St. S. Suite 4800 Minneapolis, MN 55402 Telephone Number: 612-877-5297		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
email: doerrsarah@moss-barnett.com <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED DEC 29 2011 BMC GROUP</div>		
Name and address where payment should be sent (if different from above): Telephone Number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: <u> \$1,263.00 </u> If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u> Services performed </u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <u> 1614 </u>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if your claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: <u> 0 </u> % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).
<input type="checkbox"/> 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).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).
		Amount entitled to priority: \$ _____ Graceway Pharmaceuticals LLC  00171
*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.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are **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. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "redacted".)*

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

If the documents are not available, please explain: **Please see attached documents.**

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent
(attach copy of power of attorney, if any.)
- I am the trustee, or the debtor, or their authorized agent.
(See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Sarah E. Doerr

Title: Attorney for Creditor

Company: _____

Address and telephone number (if different from notice address above):

Moss & Barnett, A Professional Assoc.

90 7th St. S.

Suite 4800

Minneapolis, MN 55402

Telephone number: **612-877-5297**

email: **doerr sarah@moss-barnett.com**


(Signature)

December 28, 2011
(Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,00 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**ATTACHMENT TO AMENDED PROOF OF CLAIM OF
THOMSON REUTERS (MARKETS) LLC
In re: Graceway Pharmaceuticals, LLC
Case No. 11-13036 (Bankr. D. Del.)**

The amount of Claimant's amended unsecured claim is based on the account summary below. A copy of the relevant invoice is attached, as is a copy of the Thomson Financial Corporate Services Client Agreement.

Customer	Transaction/Invoice ID Number	Date	Total	Invoice Attached
Graceway Pharm.	1772826	7/1/11	\$1,263.00	Yes
		TOTAL: CLAIM	\$1,263.00	

Reservation of Rights. Claimant reserves the right to amend and/or supplement this claim at any time and in any manner and/or to file proofs of claim for any additional claims, including claims of setoff, that may be based on the same or additional documents or grounds of liability, including, but not limited to, administrative expenses.




THOMSON REUTERS

Thomson Reuters (Markets) LLC
 A Thomson Reuters Company
 195 Broadway
 New York, NY 10007
 Federal Tax Id: 20-4530702

Invoice #:	1772826
Agreement #:	231614
Invoice Date:	01-JUL-11
Due Date:	30 Days
P.O.#:	
Amount Due:	\$1,263.00

Bill To:

19.1.4657 1 MB 0.390 29553S11.ps 2 1 of 1 004657

GRACEWAY PHARMACEUTICALS, LLC.
 KRISTY EPPERSON
 340 MARTIN LUTHER KING JR. BLVD.,
 SUITE 500
 BRISTOL, TN 37620-4082

Primary Contact:

GRACEWAY PHARMACEUTICALS, LLC.
 KRISTY EPPERSON
 340 MARTIN LUTHER KING JR. BLVD.,
 SUITE 500
 BRISTOL, TN 37620

Customer ID: 00611157 - 00128655

Customer ID: 00611157 - 00145120

Qty	Product	Delivery Platform	Service Period	Price	Tax	Total
1	Corporate Governance Whistleblower Premium (formerly: Corporate Governance Reporting Solution Lvl 2) <i>Quarterly Bill</i>	Hosted	01-JUL-11 to 30-SEP-11	\$1,263.00	\$0.00	\$1,263.00
			Subtotal	\$1,263.00	\$0.00	\$1,263.00
			Total Adjustments			\$0.00
			Total Amount Due			\$1,263.00

If payment is not received by the due date, a finance charge of 1.5% per month will be imposed.
 For invoice copies or payment questions, please call 888-831-2455 or email: customer care@thomsonreuters.com.

Any changes to the terms hereof must be in writing and signed by both parties or in an email sent to and acknowledged and accepted in writing by Thomson Reuters Contract Management Group at TF-contractmanagement@thomson.com or Thomson Reuters Contract Management, 195 Broadway, New York, NY 10007. All other forms of communication that attempt to change or supplement the terms in this or any Pricing Schedule will be null and void.

Remittance Information:	Please Include Invoice #(s) with Payment
Via U.S. Mail:	Thomson Reuters (Markets) LLC, P.O. Box 5136, Carol Stream, IL 60197-5136
Via Overnight Courier:	Thomson Reuters (Markets) LLC, BancTec Payment Processing, Lockbox #5136, 2100 Corporate Drive, Addison, IL 60101
Wires, ACH or EFT Payment:	ABA #021001033; Swift Code BKTRUS33; Acct #00-436-680; Deutsche Bank Trust Company Americas, 60 Wall St., NY, NY 10005
Credit Card Payments:	Do not mail in credit card payments. Please use our secure fax line at: (617) 249-1814

Credit Card Payment (please select one):	Visa: _____	Mastercard: _____	American Express: _____	Amount Paid: _____
Credit Card Number: _____	Exp. Date: ____/____/____	Provide name as it appears on card: _____		
Signature: _____				
Please fax your credit card payments to our secure fax line for Thomson Reuters Business Support Services at: (617) 249-1814.				

AGREEMENT NO.: «contract_num»

**Thomson Financial Corporate Services
Client Agreement**

DATE:

This Agreement is entered into by Thomson Financial Corporate Services a division of Thomson Financial LLC ("Thomson"), and Graceway Pharmaceuticals, LLC ("Client").

1. SERVICES AND PRODUCTS.

Thomson hereby agrees to provide and grants to Client and Client hereby accepts a limited, non-exclusive, non-transferable license to use for its own purposes consisting of the services contained in the Thomson service(s) or products (the "Service(s)"). The Services shall be set forth in the Addendum ("Addendum") executed by the parties.

2. SOFTWARE LICENSE (if applicable).

(a) Thomson grants to Client a nonexclusive, nontransferable limited license for each copy of the software in the Services ("Software") delivered by Thomson pursuant to this Agreement.

(b) If Client has a standalone Software license, Client may (i) use the Software on a single workstation at the site identified in the applicable Addendum ("Site") for Client's internal use only and (ii) make a single copy of the Software for archival and backup purposes.

(c) If Client has purchased a network Software license, Client may (i) use the Software on a single integrated local area network or intranet (LAN) at the Site for that number of users or workstations designated in the Addendum, for Client's internal use only and (ii) make a single copy of the Software for archival and backup purposes. In making copies as permitted herein, Client shall duplicate and shall not remove or obscure Thomson's proprietary rights notices.

(d) Prior to installation Client shall (i) provide Thomson all necessary information regarding its LAN configuration or intranet specifications; and (ii) after installation Client shall notify Thomson prior to any material changes made on its LAN including changes to workstations or changes to the intranet that will affect Thomson's provision of services to the Client.

(e) From and after the date of a written request by Thomson, Client shall deliver to Thomson written reports certifying the number of authorized End Users having access to the Services, the number of devices using the Software Products or displaying the Services and the number of copies of the Software Product made for disaster recovery. Upon request and after reasonable notice Thomson and/or its Third Party Licensor shall have right to audit Client's use of the Services.

3. USE OF SERVICES.

(a) Client shall not use the Services in any manner except as expressly permitted under this Agreement. Affiliates or third parties may not use the Services unless specifically provided in this Agreement or in an Addendum.

(b) An End User may only use the Services for Client's internal business purposes in accordance with the terms of this Agreement and any applicable Addendum. From time to time Client may be required, as a condition of access or continued access to Third Party Data, to comply with the terms of a relevant Third Party Licensor. Those terms shall be legally binding on Client and are available at www.thomsonfinancial.com/datause and may also be supplied to Client within the Service or directly by the Third Party Licensor.

(c) Client acknowledges and agrees that the Services are confidential and are intended exclusively for the limited internal use of Client. Client agrees that it will not during the term of this Agreement or thereafter copy (except as provided for in Section 2 hereof), alter, decompile, translate, disassemble, reverse-compile, reverse engineer, redistribute, make any derivative use of, furnish, rent, sell, lease, lend, sublicense, give or otherwise transfer, permit access to or disclose the Services, or any part thereof, or any interest therein, in any form to any other firm, person or entity without the express written consent of Thomson. Client will not publish, sell, disclose or grant access to any third party contributed data provided in the Services to any competitors of Thomson or any identified competitor of a third party provider.

(d) Client acknowledges and agrees that all proprietary rights in the Services are and shall remain the property of Thomson and its sources, and the Client shall have no right or interest in the Services other than as expressly set forth in this Agreement and that this Agreement shall not be construed as granting Client any right or license, whether by implication, estoppel or otherwise, not expressly set forth in this Agreement.

(e) Client will comply with all applicable laws and regulations relating to use of the Services during the term of this Agreement.

(f) In the event that access to the Service is via the Internet, only the individual(s) to whom Thomson assigns a user id and password may access the Service.

4. FINANCIAL TERMS AND CONDITIONS.

(a) Client shall pay the charges in the applicable Addendum, which charges are comprised of fees for Services and, where applicable, installation, maintenance and repair. Any payments not received within thirty (30) days of the date of the invoice shall be subject to a service charge from the due date at a rate of one and a half percent (1-1/2%) per month on the delinquent balance. Subject to Client's right to notice and cure set forth in Section 5(c) ii hereof, Thomson reserves the right to terminate this Agreement or cease providing Services hereunder where Client fails to pay any charges when due.

(b) Upon expiration of an Addendum, if Client continues to receive such Service, fees for such Service shall continue at the then current rate until such Service is either renewed or terminated.

(c) Client shall pay all applicable taxes and assessments arising on or in connection with the provision of Services arising in connection with this Agreement (other than taxes based upon the net income of Thomson).

(d) A merger, re-capitalization, majority sale of stock, asset sale, corporate bankruptcy, liquidation, or other similar action shall not relieve the Client of its financial obligations under this Agreement.

(e) The Fees for each Service will increase annually by the change in the CPI for the preceding 12 months. CPI means the relevant government index for a national or supranational body that measures consumer prices in major cities from year to year in a relevant national or supranational location (e.g. Canada, France or the European Union) or if not generally used in business as a measure of changes in consumer pricing then the Consumer Price Index for all Items, US City Average All Urban Consumers base year 1982-1984 = 100 (or any successor thereto) published by the Bureau of Labor Statistics of the US Department of Labor.

(f) At any time during the applicable Service Term, Thomson may adjust the Fees for one or more Services upon sixty (60) days prior written notice. Client may terminate any such impacted Service during this sixty (60) day period by giving Thomson not less than thirty (30) days prior written notice of termination regarding the impacted Service.

5. TERM/TERMINATION PROVISIONS.

(a) The initial term of this Agreement shall commence on the date of execution by both parties and unless terminated as permitted hereunder, shall continue for each Addendum for the term identified. Client may not cancel or terminate this Agreement as long as any Addendum is in effect.

(b) Client may at any time (without prejudice to its other rights or remedies) terminate this Agreement in whole or in part upon thirty (30) days prior written notice to Thomson in the event of a material breach of this Agreement by Thomson, unless Thomson cures such breach within such

thirty (30) day period. In the event of such termination Thomson shall remit to Client a pro rata portion of any prepaid fees paid by Client as of the date of termination.

(c) Thomson may at any time (without prejudice to its other rights or remedies) terminate this Agreement in whole or in part or suspend the provision of some or all of the Services: (i) with respect to the delivery of any part of data from any particular source, upon request of such source or immediately upon termination of Thomson's agreement with such Source; (ii) upon thirty (30) days prior written notice to Client in the event of a breach of this Agreement by Client, unless Client cures such breach within such thirty (30) day period.

(d) Upon termination of this Agreement, Client shall (i) cease all further use of the Services; (ii) return to Thomson all originals (and any copies thereof made by Client) of any tangible and intangible materials reflecting or constituting the Services being terminated; and (iii) certify to Thomson in writing that it has complied with the foregoing. Where Thomson terminates this Agreement for Client's uncured breach, Client shall pay all outstanding amounts owing to Thomson.

(e) If at any time Thomson for any reason decides to cease general provision of a Service, Thomson may cancel that Service by providing not less than ninety (90) days' notice to Client. If Client has pre-paid Fees for any period following the cancellation date, Thomson shall without further liability to Client, refund to Client the proportion of the Fees allocable to that Service for that period.

(f) The provisions of Sections 3, 4, 5(d), 5(f), 6, 7, 8, 10, 11 and 12 shall survive the termination of this Agreement.

6. OWNERSHIP OF SERVICES.

As between Thomson and Client, all Services shall remain the property of Thomson, and shall be disclosed to Client hereunder in confidence. Client acknowledges that the Services were compiled, prepared, selected and arranged by Thomson and its sources through the expenditure of substantial time, effort and money and that they constitute valuable property of Thomson and its sources. Client may not: rent, sell, lease, lend, sublicense, give or permit third party access to the Services, nor use the Services for the benefit of any third party. Client shall not disclose such Services to any third party and will protect the confidential nature of the Services, using such efforts as Client uses to protect its own proprietary information, but in no event using less than a reasonable degree of care. Client shall immediately notify Thomson of any breach of the provisions of this Section 6 or any unauthorized person obtaining access to a password to any Service.

7. CONFIDENTIALITY AND NON-DISCLOSURE TERMS.

(a) Each Party (the "Receiving Party") shall preserve the confidentiality of (i) all material non-public information disclosed to it by the other party (the "Disclosing Party") and (ii) any information developed by Receiving Party based upon such information (collectively, "Confidential

Information"). Confidential Information shall not include information which: (w) has become publicly known to the Receiving Party without breach of this Agreement or any other confidentiality obligation; (x) has been given to the Receiving Party by a third party with a legal right to so disclose; (y) was known to the Receiving Party at the time of disclosure as evidenced by its written records; or (z) was independently developed by the Receiving Party without reference to or use of the Confidential Information. Client agrees that all reports, documents, and other work product provided to Client by Thomson pursuant to the terms of this Agreement are for the exclusive use of the Client and may not be disclosed to any other person or entity without the prior written consent of Thomson.

(b) Client acknowledges that Thomson will suffer immediate and irreparable harm in the event of actual or threatened breach by Client of the obligations of non-disclosure assumed hereunder and Thomson shall be entitled to seek immediate injunctive relief restraining the party from the breach or threatened breach, in addition to any other remedies available to it in law or equity. Client shall be responsible for a breach of this provision by its employees and agents and represents to Thomson that its employees have undertaken general obligations of nondisclosure with regard to proprietary and confidential information to which they have access during the course of their employment with Client no less restrictive than those imposed on Client hereunder.

8. LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES.

(a) THE SERVICES DO NOT CONSTITUTE A RECOMMENDATION TO BUY OR SELL SECURITIES OF ANY KIND. THOMSON HAS NOT UNDERTAKEN ANY LIABILITY OR OBLIGATION RELATING TO THE PURCHASE OR SALE OF ANY SECURITIES FOR OR BY CLIENT. THOMSON MAY ALTER, DELETE ELEMENTS OF OR ENHANCE THE SERVICES FROM TIME TO TIME AND OFFER ADDITIONAL CAPABILITIES AT APPLICABLE FEES.

(b) ALTHOUGH THOMSON ENDEAVORS TO USE CARE WITH RESPECT TO PROVIDING THE SERVICES, THE SERVICES ARE FURNISHED TO CLIENTS ON AN "AS IS" BASIS WITH ALL FAULTS AND DEFECTS CONTAINED THEREIN. NEITHER THOMSON NOR ANY THIRD PARTY LICENSOR MAKES ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY ASPECT OF THE SERVICES (INCLUDING ANY DATA, PRODUCTS, WORK PRODUCT, SOFTWARE OR OTHER SERVICES PROVIDED AS PART THEREOF). NEITHER THOMSON NOR ANY THIRD PARTY LICENSOR WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES. ACCORDINGLY, NEITHER THOMSON NOR ANY THIRD PARTY LICENSOR WILL IN ANY WAY BE

LIABLE TO CLIENT OR TO ANY OTHER PERSON OR ENTITY FOR ANY INACCURACIES, ERRORS, OMISSIONS DELAYS OR DEFAULTS, REGARDLESS OF CAUSE, IN THE SERVICE OR IN ANY DATA, PRODUCT, WORK PRODUCT OR SOFTWARE SUPPLIED BY THOMSON IN CONJUNCTION THEREWITH, OR CAUSED BY ANY THOMSON OR THIRD PARTY EQUIPMENT OR SOFTWARE USED IN CONNECTION THEREWITH. IN NO EVENT WILL THOMSON BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL.) RESULTING THEREFROM, REGARDLESS OF CAUSE AND REGARDLESS OF WHETHER OR NOT THOMSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING EXCEPT FOR THOMSON'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10(a), IN THE EVENT THAT THOMSON OR ANY THIRD PARTY LICENSOR IS DEEMED LIABLE IN ANY MANNER, THEN SUCH LIABILITY, WHETHER ARISING FROM CONTRACT, TORT OR OTHERWISE SHALL, IN NO EVENT, EXCEED THE AMOUNT CLIENT HAS PAID HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM FOR THE SERVICE, PRODUCT, WORK PRODUCT, DATA, SOFTWARE, INSTALLATION, MAINTENANCE, REPAIR OR REMOVAL WITH RESPECT TO WHICH THE CLAIM IS MADE.

(c) Neither Thomson nor any of its sources shall be liable to Client for any delay in performance or failure to perform caused directly or indirectly by fire, explosion, accident, flood, labor trouble, weather condition, any regulation, rule or act of any government or governmental agency, or the inability to obtain or shortage of suitable material, components, parts, equipment, machinery, fuel, power, communication facilities or transportation, act of God, armed conflicts, civil commotion or any other cause of like character beyond the reasonable control of Thomson or any of its sources.

9. CLIENT REQUESTS.

If Client requests as part of a Service that Thomson prepare work product for Client's use or benefit, and in the process of preparing such work product, Client, or a third party pursuant to Client's authorization, supplies Thomson with information or materials therefor, including Client Confidential Information, Client shall be solely responsible and Thomson may rely upon the truthfulness, accuracy and completeness of such materials.

10. INDEMNIFICATION.

(a) Thomson will defend, indemnify, hold harmless and handle at its own expense, any claim or action against Client and its affiliates, or any of their respective officers, directors, employees or agents, for actual or alleged infringement of any United States patent, copyright, trademark or similar property right (including misappropriation of intellectual property) based upon the

Services and Software furnished by Thomson provided that (i) Client notifies Thomson promptly in writing of any such claim; and (ii) Client's use of Thomson Software and Services has been in accordance with the restrictions imposed under this Agreement.

(b) Thomson shall have no liability for any claim of infringement to the extent such claim is based on: (a) Client's or its nominee's unauthorized modification of the Services; or (b) the combination, operation or use of the Software Product, Services or data furnished under this Agreement with applications or other products and services not furnished or approved by Thomson, if such infringement would have been avoided by the use of the Services without such other applications or other products and services.

(c) Subject to the limitations contained herein, in the event of a claim for infringement, Thomson reserves the right to terminate this Agreement with respect to the allegedly infringing portion of any Thomson Software or Service and either to substitute other substantially similar software or service or to refund to Client the portion of any fees paid hereunder relating to the infringing Thomson Software not earned by Thomson.

(d) Client will defend, indemnify, hold harmless and handle at its own expense, any claim or action against Thomson, its affiliates, nominees or any of its officers, directors, employees or agents, for actual or alleged infringement of any patent, copyright, trademark or similar property right (including misappropriation of intellectual property) to the extent based upon the unauthorized use of the Services or Software furnished hereunder by Thomson or based upon any use of the Services or Software or modifications to the Services or Software made without the written approval of Thomson or not otherwise permitted under the terms of this Agreement, except for Claims that arise primarily from matters for which Thomson is required to indemnify Client pursuant to Section 10(a) of this Agreement.

(e) The indemnifying party ("Indemnifying Party") shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise mutually agreed to in writing between the parties hereto, provided that the Indemnifying Party shall not have the right to execute any agreement, document or pleading that names the indemnified party ("Indemnified Party") as a party, that imposes additional costs or obligations upon, or makes statements regarding, the Indemnified Party without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

(f) Each party shall give the other party prompt notice of any written threat, warning, or notice of any such claim or action, and copies of all papers served upon or received by the other relating to intellectual property infringement that may be indemnified hereunder. The Indemnified Party shall provide reasonable assistance to the Indemnifying Party (at the Indemnifying Party's expense) regarding the defense of such claim or action.

11. NON-SOLICITATION OF EMPLOYEES.

During the term of this Agreement and for a period of one year following the expiration or termination of the term of this Agreement, the parties will not solicit any employee of the other party who is or was associated with the performance of either party's obligations pursuant to this Agreement, except former employees whose employment has been terminated. Notwithstanding the foregoing, the hiring of employees who respond to a generally advertised job opening shall not be considered a solicitation as contemplated by this clause.

12. MISCELLANEOUS.

(a) This Agreement will be governed by, and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City, for the purposes of adjudicating any matter arising from or in connection with this Agreement.

(b) Client may not assign this Agreement without the prior written consent of Thomson. Thomson may assign this Agreement without obtaining Client's consent so long as such assignment is to Thomson's affiliates, or to successors of all or substantially all of Thomson's assets or business, or to successors of all or substantially all of Thomson's business group of which this Agreement is a part.

(c) The parties agree that the Uniform Computer Information Transaction Act, whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified shall not apply to this Agreement and is hereby disclaimed.

(d) This Agreement contains the entire understanding with respect to the subject matter hereof and no oral or prior written statements or representations not contained herein will have any force or effect. This Agreement may not be amended except as agreed upon by both parties in writing. If there is a conflict among this Agreement, a Schedule and an Addendum, the Addendum shall take precedence over all Schedules and this Agreement and all Schedules shall take precedence over this Agreement. Client agrees that its acceptance of future delivery of the Services shall constitute conclusive evidence of its agreement that the Services shall be subject to the terms and conditions of this Agreement.

(e) Each paragraph and provision of this Agreement is severable from the Agreement and if one provision or part is declared invalid, the remaining provisions or parts shall nevertheless remain in full force and effect.

(f) The entry into and execution of this Agreement by Thomson shall in no way prohibit Thomson from performing the same or similar Service(s) for any other individual or entity (regardless of whether such individual or entity is a competitor of Client).

(g) Solely with respect to Services delivered hereto, this Agreement constitutes the entire and exclusive statement of the terms and conditions between Client and Thomson.

(h) Notices shall be considered given on the date of receipt, if delivered by hand, overnight courier or, if sent by facsimile or by electronic means, upon receipt of confirmation or answer back, and six days after the date of mailing, if mailed postage paid. Notices shall be given to each party at its address and marked to the attention of the person set forth below the signature lines of the Agreement. Any such address may be changed by any party hereto by the delivery of written notice thereof to the other party. Notices for change in Services, including additional services and/or users may be provided through email.

13. DEFINITIONS AND CONSTRUCTION

The following terms used in this Agreement shall have the meanings set forth below:

"Agreement" means this Agreement together with all schedules and addendums hereto, as may be amended, related or supplemented from time to time.

IN WITNESS WHEREOF, the parties have set their hands the day and year first before written.

Agreed to and Accepted:
Thomson Financial Corporate Services, a
division of Thomson Financial LLC



Authorized Signature

Charles J. Badavas

Print Name

Senior Vice President, Financial Operations

Title

195 Broadway, 6th Floor
New York, NY 10007

Address

10/30/07

Date

Charles J. Badavas

Notice Party

646-822-3100

Fax

TF.corporatecontractmanagement@thomson.com

E-mail

SalesRep/«sales_rep_formal_name»

Contract Admin/«contract_admin»

"Data" means financial, economic and other information from time to time available from the Services, the compilation, selection and arrangement of that data, navigational aids within computer readable file copies of documents, and databases compiled from that data contained within the Services.

"End User" means (i) an employee of Client or (ii) an individual contractor providing services to Client at Client's premises, each designated by Client to use a Service solely for the benefit of Client in accordance with the license grant.

"Third Party Data" means any Data sourced from a third party.

"Third Party Licensors" means all or any third party that licenses Third Party Data or software to Thomson for inclusion in the Services.

Requested and Agreed to by:

Graceway Pharmaceuticals, LLC

Client



Authorized Signature

J. William Musick

Print Name

VP, Human Resources

Title

340 Martin Luther King, Jr., Blvd., Suite 500,
Bristol, TN 37620

Address

10/24/2007

Date

Kristy Epperson

Notice Party

423-274-2143

Fax

kristy.epperson@gracewaypharma.com

E-mail

December 28, 2011

VIA FEDERAL EXPRESS

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

Re: Graceway Pharmaceuticals, LLC, et al.
U.S. Bankruptcy Court, District of Delaware
Bky. Case No. 11-13036
Our File No. 44485.262

Dear Sir or Madam:

Enclosed for filing, please find the Proof of Claim submitted by claimant Thomson Reuters (Markets) LLC in the above-referenced matter.

Also enclosed is a photocopy of the claim. Please acknowledge receipt and filing of the claim on the photocopy and return it to me in the enclosed pre-addressed, postage paid envelope.

Very truly yours,



Sarah E. Doerr
Attorney At Law
P: (612) 877-5297
DoerrSarah@moss-barnett.com

SED/mam
Enclosures
1911767v1

