


UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: GRACEWAY PHARMACEUTICALS, LLC		Case Number: 11-13036-PJW	
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): GENERAL ELECTRIC CAPITAL CORPORATION		COURT USE ONLY	
Name and address where notices should be sent: GENERAL ELECTRIC CAPITAL CORPORATION c/o Reed Smith LLP, Attn: Elizabeth Arundel 10 S. Wacker Drive, Suite 4000, Chicago IL 60606		RECEIVED MAR 27 2012 BMC GROUP	
Telephone number: (312) 207-1000 email: earundel@reedsmith.com		<input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: <u>70</u> (If known) Filed on: <u>11/29/2011</u>	
Name and address where payment should be sent (if different from above):		<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.	
Telephone number: email:			
1. Amount of Claim as of Date Case Filed: \$ <u>172,769.88</u>			
If all or part of the claim is secured, complete item 4.			
If all or part of the claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Lease Rejection Damages</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 1 0 0 4	3a. Debtor may have scheduled account as: <u>Konica Minolta</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the 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"/> 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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
<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	
		 00250	
*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 of 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:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (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: Alexander Terras
 Title: Attorney for General Electric Capital Corp.
 Company: Reed Smith LLP
 Address and telephone number (if different from notice address above):
10 S. Wacker Drive, Suite 4000
Chicago, IL 60606
 Telephone number: (312) 207-1000 email: aterras@reedsmith.com

(Signature)

(Date)

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.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

RIDER TO AMENDED PROOF OF CLAIM
FILED BY GENERAL ELECTRIC CAPITAL CORPORATION

United States Bankruptcy Court, District of Delaware

Debtor: Graceway Pharmaceuticals, LLC
Creditor: General Electric Capital Corporation

Case No. 11-13036-PJW

This proof of claim amends Claim No. 70 filed by General Electric Capital Corporation ("GECC") on November 29, 2011. GECC files this amendment to update GECC's lease rejection damages associated with the Debtor's rejection of the lease by crediting the proceeds of the sale of the leased equipment.

The Debtor is indebted or liable to GECC in the amount of \$172,769.88 plus attorneys' fees, costs, insurance, taxes and other amounts, to the extent allowable in this case and under the Lease.

GECC reserves its right to amend this proof of claim and rider, as may be necessary to adjust the amount or priority asserted herein or to supplement this claim in any way, including, but not limited to, attorneys' fees, interest and other amounts, to the extent allowable in this case.

In the event that the Debtor, or anyone on the Debtor's behalf, asserts a claim against GECC in these proceedings, this claim may be secured by a right of setoff pursuant to sections 506(a) and 553 of Title 11, United States Code. All payments on this claim have been credited and deducted for the purpose of making this proof of claim.

ACCOUNT NAME: GRACEWAY PHARMACEUTICALS LLC
 ACCOUNT SCHEDULE 7703131-004 BALANCE DUE SUMMARY
 By: Holly Stahr
 Case: 61809
 Petition Date: 9/29/2011

A. OPEN/ACCRUED ITEMS:

	10/3/2011,			
	1/3/2012,			
	2/3/2012,			
	3/3/2012,			
# Months Billed	5	4/3/2012		
Next Unbilled Payment Due Date:	5/3/2012			
	Monthly			
	<u>Unit Cost</u>		<u>No. Months</u>	<u>Aggregate</u>
	PRE-PETITION DUE			0.00
1) REGULAR PAYMENT	5,720.00 X		5	28,600.00
2) SALES/USE TAX	459.83 X		5	2,299.15
	POST-PETITION DUE			30,899.15

B. PROPERTY TAX CHARGES:

	<u>Unit Cost</u>		<u>No. Months</u>	<u>Aggregate</u>
				0.00

C. REMAINING AMOUNTS DUE:

# Months Remaining after Past due :	\$5,720.00	X	22	
1. Remaining Payments Equipment Rental Charges:				
2. Remaining Payments Sales Tax:				11,265.89
3. Rental Stream Present Value @ 4% from Remaining Payments:				121,142.14
4. Residual:				19,000.00
5. Guaranteed Purchase Option:				0.00
TOTAL REMAINING PAYMENTS/PETITION:				151,408.02

D. TOTAL TRANSACTION TERMS:

Months 40 Planned End Date: 2/3/2014

D. Equipment

1. Equipment Sale Proceeds:	9,537.31
2. Letter of credit cashed:	0.00
3. Repossession/Resale Expenses:	0.00

GRAND TOTAL INCLUDING RESIDUAL 172,769.86

(This total does not include applicable legal fees which will be charged to the lessee)

Equipment description: **SEE DOCS**



KONICA MINOLTA

For office use only (Check one): Branch Windsor Windsor Commercial

Premier Advantage Agreement

APPLICATION NUMBER 77003131-001	AGREEMENT NUMBER
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This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Lessor, we, us and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME Graceway Pharmaceuticals, LLC			STREET ADDRESS 340 Martin Luther King Jr. Blvd.		
CITY Bristol	STATE Tennessee	ZIP 37620	PHONE* 423.274.2100	FAX 423.274.5570	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL	317-12-7044-0116	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under this guarantee, we shall provide, at no charge, an equivalent replacement.



MAKE/MODEL NO./ACCESSORIES (8) Konica Minolta C552 Color Systems w/ print/scan/fax/stapling finisher	SERIAL NO.	STARTING METER
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See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

39 (mos.) Monthly Payments of \$ 6,337.00 (plus applicable taxes)	Security Deposit \$ N/A (plus applicable taxes)
Payment includes 64,800 B&W pages per month	Overages billed quarterly at \$.008 per B&W page
Payment includes 3,000 Color pages per month	Overages billed quarterly at \$.051 per Color page

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

10/28/10 DATED	Konica Minolta Premier Finance LESSOR	 SIGNATURE	Jill Prather TITLE	CA
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CUSTOMER ACCEPTANCE

DATED	Graceway Pharmaceuticals, LLC FULL LEGAL NAME OF CUSTOMER (as referenced above)	 SIGNATURE	Thomas Swetnam PRINT NAME	Vice President, IT TITLE
FEDERAL TAX I.D. #				

CONTINUING GUARANTY

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR	X SIGNATURE	(NO TITLES)	DATED
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See reverse side for additional terms and conditions

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the leased equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by us or for us. The Equipment is deemed accepted by you under this Agreement only when you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will repair the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a pre-determined amount of 1/20th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew the Lease or (b) you do not purchase or return the Equipment, as specified in your notice, within 10 days after the end of the term. Leases with \$1.00 purchase options will not be renewed. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to locate or correct missing information on the basis including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payments) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payments) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS, IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE FULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and print kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for those items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excessive use. Paper must be separately purchased by you. A page is defined as one meter wide and varies by page size as follows: 8.5"x11" = 1 csk, 11"x17" = 2 csk, 16"x27" = 3 csk, 27"x35" = 4 csk and 36"x48" = 5 csk. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, preventative and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overline charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignee) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignee) is the only party to provide maintenance agreements.

4. OWNERSHIP OF EQUIPMENT: We are the Lessor of the Equipment and have sold (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. If we are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and agree that you have not received any cash, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail receivable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage releases you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, of 60 percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appear as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage resulting in a loss (a) to the equipment and (b) third party property damage insurance naming us as an additional insured; and (c) deliver satisfactory evidence of such coverages with certain policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and (b) we may make the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. DEFENSE: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, sales and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or for making such things with our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property tax and other tax returns and you agree to pay us a processing fee for making such things. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by void-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable laws.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement under the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement under the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set-offs that you may have against us whether or not you are notified of such assignment.

12. DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is more than 3 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and repairs and / or void the Customer Confidence Guarantee; (b) retain your security deposit; (c) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (b) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as created in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or suit for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights of a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessor's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. SECURITY DEPOSIT: The security deposit is non-interest bearing and is to ensure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly receive the security deposit to the full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be returned to you after the return of the equipment in accordance with paragraph 8.

15. CONSENT TO LAW, JURISDICTION AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee should bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits voluntarily and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

16. LESSEE GUARANTEE: You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive those originals, you agree to be bound by the facsimile or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authority of a facsimile or electronically mailed signed copy of this Agreement and the facsimile or electronically mailed copy containing your leased or scanned signature and our original signature will be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.

17. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overages) by a maximum of 10% of the existing charge, or if less, the maximum amount permitted by applicable law.

18. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title in such software; b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement; c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE. SYSTEMS INTEGRATION OR OTHERWISE IN REGARDS TO SUCH SOFTWARE, CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED OR OBTAIN OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

24712 - 01/11/2010



SHIP AND FUND

Issued to: Konica Minolta Business Solutions U.S.A., Inc.
("KMBS")

Date: October 28, 2010

ATTN: Danny

FROM: Jill Prather
PHONE: 800-472-7785
FAX: 800-458-6307

TRANSACTION DETAILS

ACCOUNT NO: 7703131001
CUSTOMER NAME: GRACEWAY PHARMACEUTICALS, LLC
ADDRESS: 340 Edgemont Avenue Suite 400, Bristol, TN 37620

MANUFACTURER:	MODEL(S):	ATTACHMENT(S):
Konica Minolta	BIZHUB C552	Power Filter D5143NT, PK-517 punch kit for staple finisher (A11TW11), LK-102 i-Option license kit enhanced PDF encryption (A0PD012), Fax connection kit includes fax board and mount kit (15LBX005), FS-526 staple finisher (A11PWY1)
Konica Minolta	BIZHUB C552	Power Filter D5143NT, PK-517 punch kit for staple finisher (A11TW11), LK-102 i-Option license kit enhanced PDF encryption (A0PD012), Fax connection kit includes fax board and mount kit (15LBX005), FS-526 staple finisher (A11PWY1)
Konica Minolta	BIZHUB C552	Power Filter D5143NT, PK-517 punch kit for staple finisher (A11TW11), LK-102 i-Option license kit enhanced PDF encryption (A0PD012), Fax connection kit includes fax board and mount kit (15LBX005), FS-526 staple finisher (A11PWY1)
Konica Minolta	BIZHUB C552	Power Filter D5143NT, PK-517 punch kit for staple finisher (A11TW11), LK-102 i-Option license kit enhanced PDF encryption (A0PD012), Fax connection kit includes fax board and mount kit (15LBX005), FS-526 staple finisher (A11PWY1)
Konica Minolta	BIZHUB C552	Power Filter D5143NT, PK-517 punch kit for staple finisher (A11TW11), LK-102 i-Option license kit enhanced PDF encryption (A0PD012), Fax connection kit includes fax board and mount kit (15LBX005), FS-526 staple finisher (A11PWY1)
Konica Minolta	BIZHUB C552	Power Filter D5143NT, PK-517 punch kit for staple finisher (A11TW11), LK-102 i-Option license kit enhanced PDF encryption (A0PD012), Fax connection kit includes fax board and mount kit (15LBX005), FS-526 staple finisher (A11PWY1)
Konica Minolta	BIZHUB C552	Power Filter D5143NT, PK-517 punch kit for staple finisher (A11TW11), LK-102 i-Option license kit enhanced PDF encryption (A0PD012), Fax connection kit includes fax board and mount kit (15LBX005), FS-526 staple finisher (A11PWY1)
Konica Minolta	BIZHUB C552	Power Filter D5143NT, PK-516 punch kit for staple finisher (A11TW11), LU-301 3,000-sheet LCT (A03NOY1), LK-102 i-Option license kit enhanced PDF encryption (A0PD012), Fax connection kit includes fax board and mount kit (15LBX005), FS-526 staple finisher (A11PWY1)

SIGNER: thomas swetnam

COST	PAYMENT FREQUENCY	
\$200,000.00	Monthly	
TERM	PAYMENT DESCRIPTION	PAYMENT PLUS TAX
39	Regular Payments	\$5720.00



SEC DEPOSIT: 0.00 (TO BE RECEIVED)

ADVANCED RENT: \$0.00 (TO BE RECEIVED)

BUYOUT
 \$875.01
 \$2,638.22
UPGRADE
 \$807.50
 \$1,402.13
 \$825.00
 \$3,439.28
 \$1,550.00

UPGRADED ACCOUNT NO
 4478051005
 4478051001
 4478051002
 4478051003
 4478051004

EXPIRATION DATE
 November 15, 2010
 November 15, 2010
EXPIRATION DATE
 November 15, 2010
 November 15, 2010
 November 15, 2010
 November 15, 2010

TOTAL: \$188,462.86

MUST FUND BY:
December 1, 2010

SERVICE/MAINTENANCE BILLED BY:
GE Capital

COMMENTS: Please send invoice and signed D&A to 800-458-6307.
We will also need the updated funding detail worksheet with the beginning meter reads and install date.

GE Capital has received and reviewed faxed copies of the lease or other transaction documents for the above-described transaction, including any ancillary documents, and found them to be acceptable. GE Capital hereby authorizes the shipment of equipment and requests delivery of original documents to GE Capital. Provided that (i) there is no a significant negative change in the financial or other condition of either KMBS or Customer from the date of GE Capital's approval of the transaction; (ii) there is no default by either KMBS or Customer under the lease (or other transaction document) or any other agreement between either Customer or KMBS and GE Capital; (iii) GE Capital's approval has not expired or otherwise terminated in accordance with its terms; (iv) GE Capital has not determined that any of the information on which its approval of the transaction was based is inaccurate or false in any material respect nor has GE Capital become aware of additional information which, if such information had been provided to GE Capital prior such approval would (solely in GE Capital's view) have resulted in GE Capital's rejection of the transaction or further conditioning the approval; (v) the amount of the invoice for the equipment does not exceed the credit amount approved by GE Capital; (vi) the original document package received complies with GE Capital's approval and matches exactly the approved fax documents referenced above; (vii) equipment serial numbers are provided; and (viii) GE Capital has confirmed to its satisfaction the Customer's acceptance of the equipment (whether by telephone verification or otherwise), GE Capital will fund to KMBS the purchase price of the equipment less any security deposit, advance payment, buyout or upgrade amount owed by the Customer but not received by GE Capital. For the avoidance of doubt all terms and conditions of that certain Business Lease Financing Program Agreement by and between GE Capital and KMBS, dated as of November, 2009 (the "KMBS Program Agreement") remain in full force and effect. In the event of conflict between the terms and conditions of this "Ship and Fund" document and the terms and conditions of the KMBS Program Agreement, the KMBS Program Agreement shall prevail.

Assumes no changes to the lease except as noted below:

FRONT OF LEASE:

BACK OF LEASE:



KONICA MINOLTA

DELIVERY AND ACCEPTANCE CERTIFICATE

DELIVERY AND ACCEPTANCE CERTIFICATE To Agreement No. 7703131-001

between Konica Minolta Premier Finance, Lessor

And Graceway Pharmaceuticals, LLC, Lessee
(Full Legal Name of Lessee)

All equipment described in the Agreement and on any attached Schedule thereto ("Equipment") has been delivered, installed, inspected, and tested and Lessee irrevocably and unconditionally accepts the Equipment for all purposes under the terms, conditions, and promises of the Agreement.

Graceway Pharmaceuticals, LLC
Lessee
THOMAS SWETNAM
Signature
Vice President, IT
Title

October 14, 2010
Date of Acceptance

(4) September 23rd (3) September 30th (1) October 14th
Date of Installation

- Serial Numbers
- A0P1011005114
 - A0P1011005206
 - A0P1011005085
 - A0P1011005156
 - A0P1011005062
 - A0P1011005494
 - A0P1011005443
 - A0P1011005500

KMBS KNOXVILLE, TN

#0563 2.009 /018
Date: 09/15/2010
Page: 3 of 3

PRODUCT PACK LIST



KONICA MINOLTA

Order Number:



311407425

PO #:



77003131001

Ship Date: 09/15/2010

Delivery #:



3006496664

Sales Line	Item/UPC Code	Description	C/O	Quantity		Unit	Weight
				Order	Ship / BO		
0013	 A10EW11	PK-517 2/3-HOLE PUNCH KIT FOR	CN	1	1		5
Totals:				14	13	0	732.600

- AOP1011 SN:
AOP1011005114
- 15LB SN:
15LB8155
- A0HRWY2 SN:
A0HRWY2013492

NAT/C Summary	Rate	Weight
118250 Sub-1 Copy Mach & Parts, NOI in boxes AV not X \$30/lb	100	712
N/A	0	0
118030 Sub-3 Mach, Systems, Devices & Parts NOI RVX \$10/lb not X \$25/lb	250	2
118250 Sub-2 Copy Mach & Parts, NOI in boxes AVX \$30/lb not X \$65/lb	150	6
101742 Sub-2 Toner in Cartridges or Bottles w/o Drum	70	12

Signature:
Date/Time: 9-23-10
Meter Reading: 50 / 50

ReedSmith

Elizabeth Anne Arundel
Direct Phone: +1 312 207 6411
Email: achapin@reedsmith.com

Reed Smith LLP
10 South Wacker Drive
Chicago, IL 60606-7507
+1 312 207 1000
Fax +1 312 207 6400
reedsmith.com

March 26, 2012

BMC Group, Inc.
Attn: Graceway Pharmaceuticals Claims
Processing
18675 Lake Drive East
Chanhassen, MN 55317

In re: Graceway Pharmaceuticals, LLC
Case No. 11-13036

Dear Sir/Madam:

Enclosed please find copies of **two separate** proofs of claim of General Electric Capital Corporation for filing in Graceway Pharmaceuticals, LLC, Case No. 11-13036 pending in the United States Bankruptcy Court for the District of Delaware.

Once filed, please return the time stamped copies to the attention of the undersigned in the enclosed postage-paid, self-addressed envelope. Please direct all questions to the undersigned.

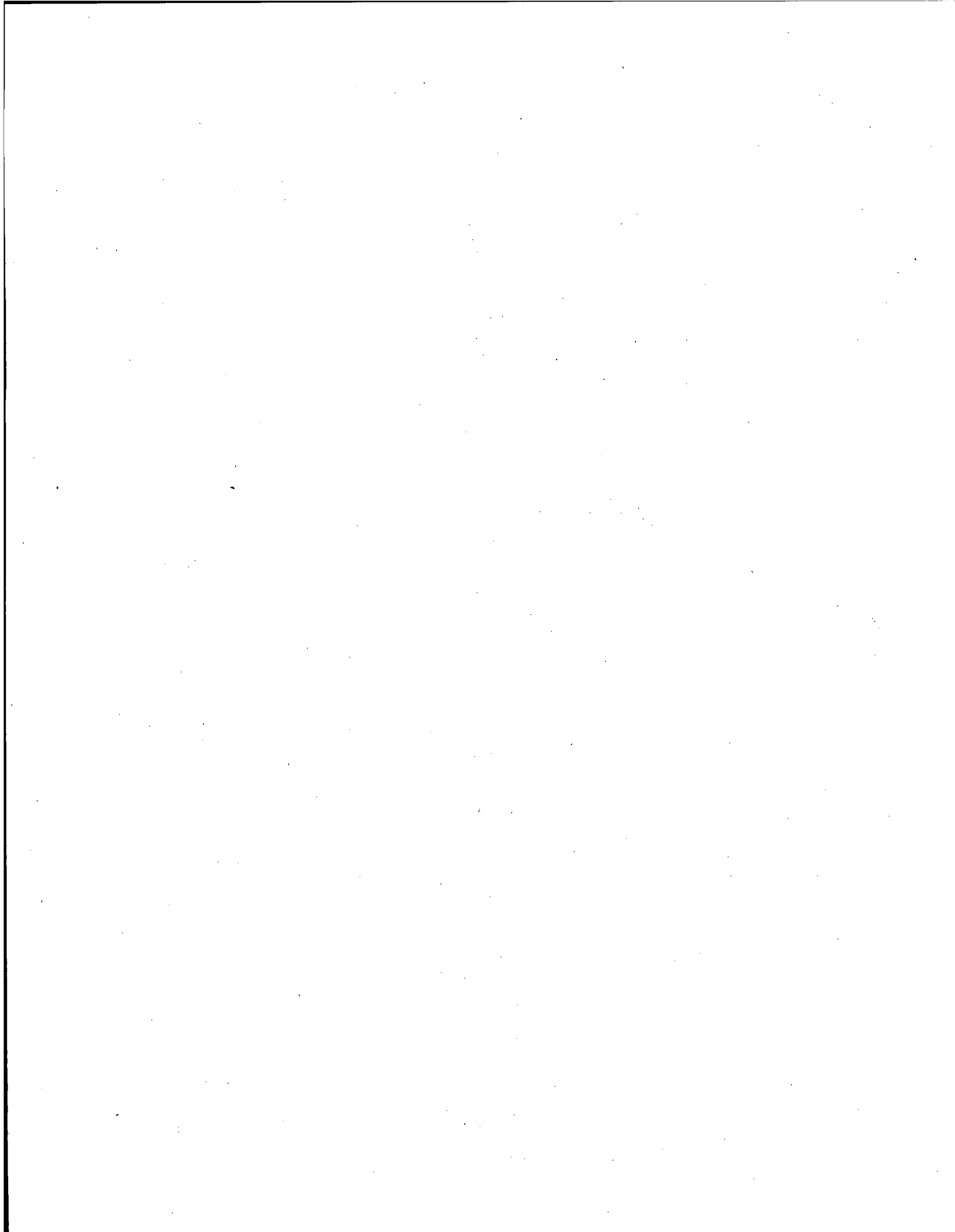
Thank you very much for your attention to this matter.

Very truly yours,



Elizabeth Anne Arundel

Enclosures



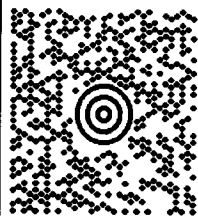
ANNE ARUNDEL
312.207.6411
REED SMITH LLP - CHICAGO
10 SOUTH WACKER DRIVE
CHICAGO IL 60606

1.0 LBS LTR

1 OF 1

SHIP TO:

GRACEWAY PHARACEUTICALS CLAIMS PROC
3122076411
THE BMC GROUP INC
18675 LAKE DRIVE EAST
CHANHASSEN MN 55317-9383



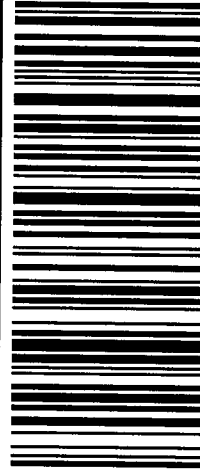
MN 559 9-56



UPS NEXT DAY AIR

1

TRACKING #: 1Z 615 140 01 9801 4562



BILLING: P/P

Client / Matter / Attorney Number: 515998/00604/011385

CS 14.1.10. WNTIEB0 24-0A 01/2012



RECEIVED
MAR 27 2012
BMC GROUP