


UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM						
Name of Debtor: GRACEWAY PHARMACEUTICALS, LLC		Case Number: 11-13036-PJW	<p style="text-align: center;">COURT USE ONLY</p> <p><input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim.</p> <p>Court Claim Number: <u>71</u> <i>(If known)</i></p> <p>Filed on: <u>11/29/2011</u></p> <p><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.</p>						
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									
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		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p style="margin: 0;">RECEIVED</p> <p style="margin: 0; font-size: 1.2em;">MAR 27 2012</p> <p style="margin: 0;">BMC GROUP</p> </div>							
Telephone number: (312) 207-1000 email: earundel@reedsmith.com									
Name and address where payment should be sent (if different from above):									
Telephone number:		email:							
<p>1. Amount of Claim as of Date Case Filed: \$ <u>18,817.77</u></p> <p>If all or part of the claim is secured, complete item 4.</p> <p>If all or part of the claim is entitled to priority, complete item 5.</p> <p><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.</p>									
<p>2. Basis for Claim: <u>Lease Rejection Damages</u> (See instruction #2)</p>									
<p>3. Last four digits of any number by which creditor identifies debtor: <u>1 0 0 5</u></p>		<p>3a. Debtor may have scheduled account as: <u>Konica Minolta</u> (See instruction #3a)</p>							
		<p>3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)</p>							
<p>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.</p> <p>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____</p> <p>Value of Property: \$ _____</p> <p>Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)</p> <p>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____</p> <p>Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____</p> <p>Amount Unsecured: \$ _____</p>									
<p>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.</p> <table style="width:100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). </td> <td style="width: 33%; vertical-align: top;"> <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). </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). </td> </tr> <tr> <td style="vertical-align: top;"> <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). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). </td> </tr> </table> <p style="text-align: right;">Amount entitled to priority: \$ _____</p>				<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)(____).
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<p>Graceway Pharmaceuticals LLC</p>  <p>00251</p>									
<p>*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.</p>									
<p>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)</p>									

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 3004.)

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

(Signature)

(Date)

Telephone number: (312) 207-1000 email: ateras@reedsmith.com

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. 71 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 \$18,817.77 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 7703131-005 BALANCE DUE SUMMARY
 By: Holly Stahr
 Case: 61809
 Petition Date: 9/29/2011

A. OPEN/ACCRUED ITEMS:

			12/19/2011,	
			1/19/2012,	
			2/19/2012,	
# Months Billed			4	3/19/2012
Next Unbilled Payment Due Date:			4/19/2012	
	<u>Monthly</u>		<u>No. Months</u>	<u>Aggregate</u>
	<u>Unit Cost</u>			
1) LATE CHARGES	35.00	X	2	70.00
2) UP FRONT TAX	163.87	X	1	163.87
	PRE-PETITION DUE			233.87
1) REGULAR PAYMENT	588.00	X	4	2,352.00
2) SALES/USE TAX	41.16	X	4	164.64
	POST-PETITION DUE			2,516.64

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 :	\$588.00	X	29	
1. Remaining Payments Equipment Rental Charges:				
2. Remaining Payments Sales Tax:				1,272.20
3. Rental Stream Present Value @ 4% from Remaining Payments:				16,228.00
4. Residual:				1,946.34
5. Guaranteed Purchase Option:				0.00
TOTAL REMAINING PAYMENTS/PETITION:				19,446.55

D. TOTAL TRANSACTION TERMS:

Months 40 Planned End Date: 8/19/2014

D. Equipment

1. Equipment Sale Proceeds:	3,379.29
2. Letter of credit cashed:	0.00
3. Repossession/Resale Expenses:	0.00

GRAND TOTAL INCLUDING RESIDUAL 18,817.77

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

Equipment description:

SEE DOCS



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

S00041779
03/08/11 03 24 pm

Premier Advantage Agreement

APPLICATION NUMBER
3-45897573

AGREEMENT NUMBER
7703121003

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			STREET ADDRESS 340 MARTIN LUTHER KING JR. BLVD.		
CITY BRISTOL	STATE TN	ZIP 37620	PHONE 423 274 2100	FAX	
BILLING NAME (IF DIFFERENT FROM ABOVE):			BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL THOMAS.SWETNAM@GRACEWAYPHARMA.COM		

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
881 MOUNTAIN VIEW ROAD PINEY FLATS TN 37686

*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. The 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 SERIAL NO. STARTING METER

1 - BIZHUB C552

See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

39 (mos)	Monthly Payments of \$	678.50/xx (plus applicable taxes)	Security Deposit \$	N/A (plus applicable taxes)
Payment includes	8100	B&W pages per month	Overages billed	QTR at \$.008 per B&W page
Payment includes	500	Color pages per month	Overages billed	QTR 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

5/20/11	Konica Minolta Premier Finance		
DATED	LESSOR	SIGNATURE	TITLE

CUSTOMER ACCEPTANCE

	GRACEWAY PHARMACEUTICALS		
DATED	FULL LEGAL NAME OF CUSTOMER (as referenced above)	SIGNATURE	TITLE
		THOMAS SWETNAM	VIC. PRESIDENT / IT
	FEDERAL TAX I D #		PRINT NAME

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	SIGNATURE (NO TITLES)	DATED

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 add-ons 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 supersedes any purchase order or outstanding invoice. The Agreement may be modified only by written Agreement and not by course of performance. The Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the Agreement unless 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 replace the defective item of Equipment or the 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 prorated amount of 1/30th 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 option 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 other 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 the Agreement. Subsequent installments will be payable on the first day of each rental payment period 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 the Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) 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 proprietorship), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for the 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 LAWFULLY 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 the Supplier 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 these 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 excess use. Paper must be separately purchased by you. A page is defined as one meter tick and varies by page size as follows: 8.5"x11" = 3 cicks, 11"x17" = 2 cicks, 18"x27" = 3 cicks, 27"x36" = 4 cicks and 36"x47" = 5 cicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial 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). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will provide labor 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 assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4 OWNERSHIP OF EQUIPMENT We are the Lessor of the [Equipment and have sole title (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 MERCHANTABILITY. 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 its representatives are our agents and none of them are authorized to modify the terms of the Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof release you of any obligations hereunder. You 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 the Equipment and your warranty rights. You hereby acknowledge and confirm that you have not received any tax, 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 resalable 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 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 to 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, all discounted at six 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 appoint us 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 the Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee, (2) obtain liability and third party property damage insurance naming us as an additional insured, and (3) deliver satisfactory evidence of such coverage with camera, 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 re-insure. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our officers, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of 0.005 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 INDEMNITY 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 the 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 to remit to us each month 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, use or other tax returns and you agree to pay us a processing fee for making such filings. 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 trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

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 and/or the Equipment without notice. You agree that if we sell, assign, or transfer the Agreement and/or 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 30 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 supplies and/or void the Customer Confidence Warranty; (b) return 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 the amount of any purchase option with respect to the Equipment or, if none as specified, our anticipated value of the Equipment at the end of the term of the Agreement (or any renewal thereof), and (c) 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 4% per annum (or the lowest rate permitted by law, whichever is higher), and (2) the present value of 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 as specified, our anticipated value of the Equipment at the end of the term of the Agreement (or any renewal thereof), and (c) require you to return the Equipment to us to a location designated by us. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted 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 referral 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 at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by the Agreement and you waive lessor's rights under Article 2A (508-622) of the UCC.

13 UCC FILING You grant us a security interest in the Equipment if the 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 secure 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 restore the security deposit to its 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 refunded 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 shall 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, at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court as selected 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 these originals, you agree to bound by the facsimile or electronically mailed copy of the Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a facsimile or electronically mailed signed copy of the Agreement and the facsimile or electronically mailed copy containing your facsimile or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.

17 OVERRIDES 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 the Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) 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 the Agreement, you agree that as to software only: a) We have not had, do not have, nor will we have any title to 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 ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

Konica Minolta Premier Finance
1961 Hirst Drive
Moberly, MO 65270

NOTICE OF LEASE/AGREEMENT MODIFICATION

May 20, 2011

GRACEWAY PHARMACEUTICALS, LLC
Attn: Accts Payable
Bristol, TN 37620

Re: Lease/Agreement No. 7703131-003

Dear Lessee/Customer/Borrower,

Please be advised that pursuant to certain provisions of the above referenced Lease/Agreement, Konica Minolta Premier Finance has inserted and/or corrected missing or incorrect information contained on the face of the Lease/Agreement ("Modification(s)"). For each Item designated below, Konica Minolta Premier Finance replaced the identified Item in its entirety with the information that follows:

Legal Name: GRACEWAY PHARMACEUTICALS, LLC

Please review the above Modification(s). If you do not agree with such Modification(s), please contact Customer Service immediately at 800-633-3980. If you do not respond within ten (10) days of receipt of this Notification of Lease/Agreement Modification, the Modification(s) will be deemed acceptable and Lessee/Customer/Borrower's obligations under the Lease/Agreement shall be in accordance with such Modification(s).

Sincerely,

Konica Minolta Premier Finance



Contracts Administrator

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Corporation Service Company	8008585294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CORPORATION SERVICE COMPANY	
2711 CENTERVILLE ROAD	
SUITE 400	
WILMINGTON DE 19808	

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 02:53 PM 09/13/2010
 INITIAL FILING # 2010 3179367

SRV: 100902853

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME GRACEWAY PHARMACEUTICALS, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 340 EDMONT AVENUE SUITE 400		CITY BRISTOL	STATE TN	POSTAL CODE 37620	COUNTRY US
1e. TYPE OF ORGANIZATION LTD LIABILITY COMPANY		1f. JURISDICTION OF ORGANIZATION DE			

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION			

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME KONICA MINOLTA PREMIER FINANCE					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. BOX 35701		CITY BILLINGS	STATE MT	POSTAL CODE 59107-570	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

All Equipment, described herein or otherwise, leased to or financed for the Debtor by Secured Party under that certain Premier Advantage Agreement No. 7703131-001 including all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
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8. OPTIONAL FILER REFERENCE DATA

EFS - Indirect - 7703131001 [52772570]

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,



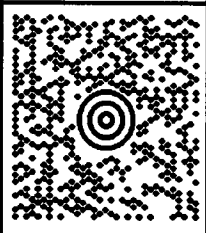
Elizabeth Anne Arundel

Enclosures

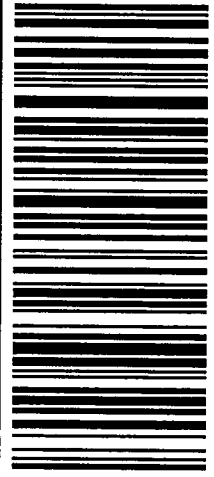
ANNE ARUNDEL 1.0 LBS LTR 1 OF 1
312.207.6411
REED SMITH LLP - CHICAGO
10 SOUTH WACKER DRIVE
CHICAGO IL 60606

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
TRACKING #: 1Z 615 140 01 9801 4562 **1**



BILLING: P/P

Client / Matter / Attorney Number: 515998/00604/011385
CS 1-4-1.10. WINTERBRO 24-0A 03/2012



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