


<b>UNITED STATES BANKRUPTCY COURT</b>		<b>District of Delaware</b>	<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Graceway Pharmaceuticals, LLC</b>		Case Number: <b>11-13036</b>	<p><b>RECEIVED</b></p> <p><b>JAN 10 2014</b></p> <p><b>BMC GROUP</b></p> <p style="text-align: right;"><b>COURT USE ONLY</b></p> <p><input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim.</p> <p>Court Claim Number: <u>34</u> <i>(If known)</i></p> <p>Filed on: <u>11/15/2011</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): <b>Elsevier, Inc.</b>			
Name and address where notices should be sent: <b>Sills Cummis &amp; Gross, P.C. (Attn: V. Hamilton)</b> <b>650 College Road East</b> <b>Princeton, NJ 08540</b>			
Telephone number: <b>(609) 227-4600</b> email: <b>vhamilton@sillscummis.com</b>			
Name and address where payment should be sent (if different from above): <b>Elsevier, Inc. (Matthew Stratton, Esq.)</b> <b>360 Park Avenue South</b> <b>New York NY 10010</b>			
Telephone number: <b>(212) 633-3119</b> email: <b>M.Stratton@Elsevier.com</b>			
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>57,254.02</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.			
<b>2. Basis for Claim:</b> <u>Goods &amp; services; 11 U.S.C. § 502(h) per Settlement Agrmt</u> (See instruction #2)			
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ <small>(See instruction #3a)</small>		<b>3a. Debtor may have scheduled account as:</b> _____ <small>(See instruction #3a)</small>	
		<b>3b. Uniform Claim Identifier (optional):</b> _____ <small>(See instruction #3b)</small>	
<b>4. Secured Claim</b> (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.		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____	
<b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		<b>Basis for perfection:</b> _____	
<b>Value of Property:</b> \$ _____		<b>Amount of Secured Claim:</b> \$ _____	
<b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable <small>(when case was filed)</small>		<b>Amount Unsecured:</b> \$ _____	
<b>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.</b>			
<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 \$12,475*) 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 \$2,775* 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)(____).	
		<b>Amount entitled to priority:</b> \$ _____ <b>Graceway Pharmaceuticals LLC</b>	
		 00273	
<small>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>			
<b>6. Credits.</b> 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, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). 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. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (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. (See Bankruptcy Rule 3005.)  
(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: Valerie A. Hamilton  
Title: Attorney  
Company: Sills Cummis & Gross, P.C.  
Address and telephone number (if different from notice address above):  
\_\_\_\_\_  
\_\_\_\_\_



01/07/2014

(Signature)

(Date)

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

*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 and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. 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, 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.



ELSEVIER

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

Our ref: 151509  
Case No. 11-13036 (PJW)

Amsterdam, 8 November, 2011

Dear Sir or Madam,

We herewith would like to lodge our claim for the following:

- Unpaid invoices for the total value of USD 53,254.02.
- Debtor's Name: Graceway Pharmaceuticals

Attached you will find a copy of the invoices.

Please confirm acceptance of this claim. In case you require any further clarifications, please do not hesitate to contact us.

Yours sincerely,

Mrs. Michelle Bloemenveld,  
Manager Global Legal Collections.  
Tel : ++31-20-485-3820  
Fax : ++31-20-485-2654  
Email : mi.bloemenveld@elsevier.com

RECEIVED

NOV 15 2011

BMC GROUP

Graceway Pharmaceuticals LLC



00034



**Ad Sales Customer Service**

Elsevier Inc.  
360 Park Avenue South  
New York, NY 10010-1710

For inquiries contact Ad Sales Dept  
Tel. (212) 462-1950

Tax ID Number: US13-1958712

**Invoice**

Invoice Number **60342846**  
Invoice Date **30 Aug 2011**  
Terms **30 Days Net**  
Due Date **29 Sep 2011**  
PO Number **GRW11113**

Page No: 1

Billing Account Number: 89088 151509

**BILL TO:**

Accounts Payable  
Graceway Pharmaceuticals  
340 MARTIN LUTHER KING JR BLVD  
SUITE 400  
BRISTOL, TN 37620  
United States

Tax ID Number:

Client Account Number: 89088

**CLIENT:**

Accounts Payable  
Graceway Pharmaceuticals  
340 MARTIN LUTHER KING JR BLVD  
SUITE 400  
BRISTOL, TN 37620  
United States

Salesperson: Roxana Aldea		Maxim Order Reference: 311486		
Issue	Description	Amount	Tax	Total
01-Sep-2011	Journal of the American Academy of Dermatology Volume 65, Issue 3 Product: Zyclara Headline: THWARTED.... Delivery Date: 19-Aug-2011 DI - Display, 2 Page Color: Four Color Process Position: Far Forward Gross Sub Total Agency Discount			
		5,610.00	0.00	5,610.00
		1,665.00		1,665.00
		0.00		0.00
	<b>Gross Sub Total</b>	<b>7,275.00</b>		
	<b>Agency Discount</b>	<b>-1,091.25</b>		<b>-1,091.25</b>
	<b>Issue Total</b>	<b>6,183.75</b>	<b>0.00</b>	<b>6,183.75</b>
		<b>Amount due in USD</b>		<b>6,183.75</b>

Elsevier standard terms and conditions of supply apply - Please see overleaf

**Payment Options**

**Please always mention the invoice number when making payment**

Please return the complete invoice if you are making any changes.

**INVOICE DETAILS**

For Credit Card Payments (Maximum Charge \$15,000, £8,000, €10,000) Please Fax 877-223-1436 or  
Send to Elsevier Inc, 3251 Riverport Lane, Maryland Heights, MO 63043 Attn: Credit Control

Invoice Number 60342846  
Invoice Date 30 AUG 2011

- Send checks to Elsevier, PO Box 7247-7684, Philadelphia, PA 19170-7684, USA
- Wire Transfer: Acct #3075-3564, ABA #021000089, Citibank NA, 399 Park Avenue, New York, NY 10043, USA  
You must quote the Invoice Number as a reference.
- Charge to credit card:  Visa Card  Mastercard  American Express

Total Amount USD 6,183.75

Card No:

Expiration Date: Month  Year

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Graceway - Zyclara

SH Media, LLC  
11 Rose Meadow Way  
Aquinnah, MA 02535  
508-645-9022

**REVISED INSERTION ORDER**

To: Roxana Aldea Date: 8/2/11 311486  
Fax No.: 212-633-3820 Insertion Order No.: GRW11113  
Tel No.: 212-633-3160  
From: Stefanie Hecht 508-645-9022, 508-645-9021 Fax

For Insertion In: JOURNAL OF THE AMERICAN ACADEMY OF DERMATOLOGY (JAAD)

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CLIENT: Graceway Pharmaceuticals  
PRODUCT: ZYCLARA  
DATE OF ISSUE: September  
AD UNIT: Page 4CB + Page BW  
AD NO.: ZYC1110188  
HEADLINE: "Thwarted"  
POSITION: Far forward  
TIME RATE - SPACE: 24x  
COLOR: 1x  
NET COST: \$6,183.75  
MATERIAL FROM: Repeat from July  
SPECIAL INSTRUCTIONS:

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NAME DATE

---

Please send invoices to: : Graceway Pharmaceuticals, Attn: Accounts Payable, 340 Martin Luther King Jr Blvd, Suite 400, Bristol, TN 37620

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360 Park Avenue South  
New York, NY 10010-1710

For inquiries contact Ad Sales Dept  
Tel. (212) 462-1950

Tax ID Number: US13-1958712

**Invoice**

Invoice Number **60344584**  
 Invoice Date **12 Sep 2011**  
 Terms **30 Days Net**  
 Due Date **12 Oct 2011**  
 PO Number **GRW-111117/ 4500010166**

Page No: 1

Billing Account Number: 89088

**BILL TO:**

Accounts Payable  
 Graceway Pharmaceuticals  
 340 MARTIN LUTHER KING JR BLVD  
 SUITE 400  
 BRISTOL, TN 37620  
 United States

Tax ID Number:

Client Account Number: 89088

**CLIENT:**

Accounts Payable  
 Graceway Pharmaceuticals  
 340 MARTIN LUTHER KING JR BLVD  
 SUITE 400  
 BRISTOL, TN 37620  
 United States

Salesperson: Peter Messina		Maxim Order Reference: 310541		
Issue	Description	Amount	Tax	Total
01-Sep-2011	Ob.Gyn. News Sept 1 2011 Product: Zyclara Delivery Date: 12-Sep-2011 Display, King + Island Color: 4 Color Free Series Discount Gross Sub Total Agency Discount	15,570.00 0.00 -778.50 14,791.50 -2,218.73	0.00	15,570.00 0.00 -778.50 14,791.50 -2,218.73
	<b>Issue Total</b>	<b>12,572.77</b>	<b>0.00</b>	<b>12,572.77</b>
<b>Amount due in USD</b>				<b>12,572.77</b>

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**Payment Options**

**Please always mention the invoice number when making payment**

Please return the complete invoice if you are making any changes.

**INVOICE DETAILS**

For Credit Card Payments (Maximum Charge \$15,000, £8,000, €10,000) Please Fax 877-223-1436 or  
 Send to Elsevier Inc, 3251 Riverport Lane, Maryland Heights, MO 63043 Attn: Credit Control

Invoice Number 60344584

Invoice Date 12 SEP 2011

Total Amount USD 12,572.77

- Send checks to Elsevier, PO Box 7247-7684, Philadelphia, PA 19170-7684, USA
- Wire Transfer: Acct #3075-3564, ABA #021000089, Citibank NA, 399 Park Avenue, New York, NY 10043, USA  
 You must quote the Invoice Number as a reference.
- Charge to credit card:  Visa Card  Mastercard  American Express

Card No:

Expiration Date: Month   Year

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

SH Media, LLC  
11 Rose Meadow Way  
Aquinnah, MA 02535  
508-645-9022

## INSERTION ORDER

To: Peter Messina Date: 7/28/11  
Fax No.: 973-290-8250 Insertion Order No.: GRW-111117  
Tel No.: 973-290-8221  
From: Stefanie Hecht 508-645-9022, 508-645-9021 Fax  
For Insertion In: OB/GYN NEWS

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CLIENT: Graceway Pharmaceuticals  
PRODUCT: ZYCLARA  
DATE OF ISSUE: September  
AD UNIT: King Page 4CB + Island Page BW  
AD NO.: ZYC031143  
HEADLINE: "Effectively Clears Genital Warts"  
POSITION: Far forward  
TIME RATE - SPACE: 24x - Women's Skin Care Rates  
COLOR: 1x  
NET COST: \$12,572.78  
MATERIAL FROM: Repeat from July  
SPECIAL INSTRUCTIONS:

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NAME

DATE

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Please send invoices to: Graceway Pharmaceuticals, Attn: Accounts Payable, 340 Martin Luther King Jr Blvd, Suite 400, Bristol, TN 37620

IF INCLUDED, PRESCRIBING INFORMATION MUST RUN IMMEDIATELY ADJACENT TO AD

PLEASE SEND TWO (2) TEAR SHEETS ALONG WITH INVOICE





Graceway  
ZYCLARA

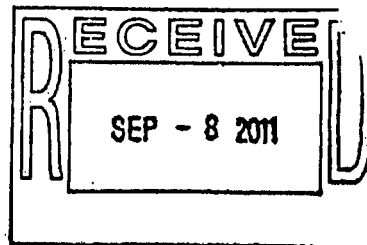
SH Media, LLC  
11 Rose Meadow Way  
Aquinnah, MA 02535  
508-645-9022

311486

### INSERTION ORDER

To: Roxana Aldea Date: 9/8/11  
Fax No.: 212-633-3820 Insertion Order No.: GRW11125  
Tel No.: 212-633-3160  
From: Stefanle Hecht 508-645-9022, 508-645-9021 Fax  
For Insertion In: JOURNAL OF THE AMERICAN ACADEMY OF DERMATOLOGY (JAAD)

CLIENT: Graceway Pharmaceuticals  
PRODUCT: ZYCLARA  
DATE OF ISSUE: October  
AD UNIT: Page 4CB + Page BW  
AD NO.: ZYC0910179a  
HEADLINE: "What Will Your Patients Pay for Significant Lesion Reduction?"  
POSITION: Far forward  
TIME RATE - SPACE: 24x  
COLOR: 1x  
NET COST: \$6,183.75  
MATERIAL FROM: Repeat from June  
SPECIAL INSTRUCTIONS:



NAME DATE

Please send invoices to: Graceway Pharmaceuticals, Attn: Accounts Payable, 340 Martin Luther King Jr Blvd, Suite 400, Bristol, TN 37620

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Elsevier Inc.  
360 Park Avenue South  
New York, NY 10010-1710

For inquiries contact Ad Sales Dept  
Tel. (212) 462-1950

Tax ID Number: US13-1958712

**Invoice**

Invoice Number **60347762**  
 Invoice Date **10 Oct 2011**  
 Terms **30 Days Net**  
 Due Date **9 Nov 2011**  
 PO Number **GRW11132**  
 Page No: 1

Billing Account Number: 89088

**BILL TO:**

Accounts Payable  
 Graceway Pharmaceuticals  
 340 MARTIN LUTHER KING JR BLVD  
 SUITE 400  
 BRISTOL, TN 37620  
 United States

Tax ID Number:

Client Account Number: 89088

**CLIENT:**

Accounts Payable  
 Graceway Pharmaceuticals  
 340 MARTIN LUTHER KING JR BLVD  
 SUITE 400  
 BRISTOL, TN 37620  
 United States

Salesperson: Sally Cioci Maxim Order Reference: 310564

Issue	Description	Amount	Tax	Total
01-Oct-2011	Skin & Allergy News Oct 2011 Product: Zyclara Delivery Date: 05-Oct-2011 Display, King Island	7,090.00	0.00	7,090.00
	Color: 4 Colour Free	0.00		0.00
	Series Discount	-354.50		-354.50
	<b>Gross Sub Total</b>	<b>6,735.50</b>		
	Agency Discount	-1,010.33		-1,010.33
	<b>Issue Total</b>	<b>5,725.17</b>	<b>0.00</b>	<b>5,725.17</b>
<b>Amount due in USD</b>				<b>5,725.17</b>

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**Payment Options**

**Please always mention the invoice number when making payment**

Please return the complete invoice if you are making any changes.

**INVOICE DETAILS**

For Credit Card Payments (Maximum Charge \$10,000, £7,000, €10,000) Please Fax 314-523-5067 or Send to Elsevier Inc, 11830 Westline Industrial Drive, St. Louis, MO 63146 Attn: Credit Control

1. Send checks to Elsevier, PO Box 7247-7684, Philadelphia, PA 19170-7684, USA

2. Wire Transfer: Acct #3075-3564, ABA #021000089, Citibank NA, 399 Park Avenue, New York, NY 10043, USA

3. Charge to credit card:  Visa Card  Mastercard  American Express

Invoice Number 60347762  
 Invoice Date 10 OCT 2011  
 Total Amount USD 5,725.17

You must quote the Invoice Number as a reference.

Card No:

Expiration Date: Month   Year

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

SH Media, LLC  
11 Rose Meadow Way  
Aquinnah, MA 02535  
508-645-9022

310564

## INSERTION ORDER

To: Sally Tronco Cioci Date: 9/8/10  
Fax No.: 973-290-8250 Insertion Order No.: GRW11132  
Tel No.: 973-290-8215  
From: Stefanie Hecht 508-645-9022, 508-645-9021 Fax  
For Insertion In: SKIN & ALLERGY NEWS

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CLIENT: Graceway Pharmaceuticals  
PRODUCT: ZYCLARA  
DATE OF ISSUE: October  
AD UNIT: King Page 4CB + Island Page BW  
AD NO.: ZYC031141  
HEADLINE: "Thwarted"  
POSITION: Far Forward  
TIME RATE - SPACE: 24x (Women's Skin Care Rates)  
COLOR: 1x  
NET COST: \$5,725.18  
MATERIAL FROM: Repeat from July  
SPECIAL INSTRUCTIONS:

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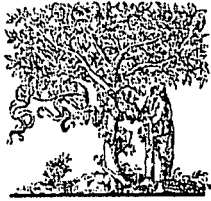
NAME

DATE

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Please send invoices to: Graceway Pharmaceuticals, Attn: Accounts Payable, 340 Martin Luther King Jr Blvd, Suite 400, Bristol, TN 37620

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Elsevier Inc.  
360 Park Avenue South  
New York, NY 10010-1710

For inquiries contact Ad Sales Dept  
Tel. (212) 462-1950

Tax ID Number: US13-1958712

Invoice

Invoice Number **60348275**  
Invoice Date **17 Oct 2011**  
Terms **30 Days Net**  
Due Date **16 Nov 2011**  
PO Number **GRW-11129**

Page No: 1

Billing Account Number: 89088

BILL TO:

Accounts Payable  
Graceway Pharmaceuticals  
340 MARTIN LUTHER KING JR BLVD  
SUITE 400  
BRISTOL, TN 37620  
United States

Tax ID Number:

Client Account Number: 89088

CLIENT:

Accounts Payable  
Graceway Pharmaceuticals  
340 MARTIN LUTHER KING JR BLVD  
SUITE 400  
BRISTOL, TN 37620  
United States

Salesperson: Peter Messina

Maxim Order Reference: 310541

Issue	Description	Amount	Tax	Total
01-Oct-2011	Ob.Gyn. News Oct 1 2011 Product: Zyclara Delivery Date: 12-Oct-2011 Display, King + Island Color: 4 Color Free Gross Sub Total Agency Discount	15,748.15 0.00 15,748.15 -2,362.22	0.00	15,748.15 0.00 13,385.93 -2,362.22
	<b>Issue Total</b>	<b>13,385.93</b>	<b>0.00</b>	<b>13,385.93</b>
<b>Amount due in USD</b>				<b>13,385.93</b>

Elsevier standard terms and conditions of supply apply - Please see overleaf

Payment Options

Please always mention the invoice number when making payment

Please return the complete invoice if you are making any changes.

INVOICE DETAILS

For Credit Card Payments (Maximum Charge \$15,000, £8,000, €10,000) Please Fax 877-223-1438 or  
Send to Elsevier Inc, 3251 Riverport Lane, Maryland Heights, MO 63043 Attn: Credit Control

Invoice Number 60348275

Invoice Date 17 OCT 2011

Total Amount USD 13,385.93

- Send checks to Elsevier, PO Box 7247-7684, Philadelphia, PA 19170-7684, USA
- Wire Transfer: Acct #3075-3564, ABA #021000089, Citibank NA, 399 Park Avenue, New York, NY 10043, USA  
You must quote the Invoice Number as a reference.
- Charge to credit card:  Visa Card  Mastercard  American Express

Card No:

\_\_\_\_\_

Expiration Date:

Month   Year

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

SH Media, LLC  
11 Rose Meadow Way  
Aquinnah, MA 02535  
508-645-9022

## INSERTION ORDER

To: Peter Messina Date: 9/8/11  
Fax No.: 973-290-8250 Insertion Order No.: GRW-11129  
Tel No.: 973-290-8221  
From: Stefanie Hecht 508-645-9022, 508-645-9021 Fax  
For Insertion In: OB/GYN NEWS

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CLIENT: Graceway Pharmaceuticals  
PRODUCT: ZYCLARA  
DATE OF ISSUE: October  
AD UNIT: King Page 4CB + Island Page BW  
AD NO.: ZYC031143  
HEADLINE: "Effectively Clears Genital Warts"  
POSITION: Page 7  
TIME RATE - SPACE: 24x - Women's Skin Care Rates  
COLOR: 1x  
NET COST: \$13,385.93  
MATERIAL FROM: Repeat from September  
SPECIAL INSTRUCTIONS:

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NAME	DATE
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Please send invoices to: Graceway Pharmaceuticals, Attn: Accounts Payable, 340 Martin Luther King Jr Blvd, Suite 400, Bristol, TN 37620

IF INCLUDED, PRESCRIBING INFORMATION MUST RUN IMMEDIATELY ADJACENT TO AD

PLEASE SEND TWO (2) TEAR SHEETS ALONG WITH INVOICE



ELSEVIER

Ad Sales Customer Service

Elsevier Inc.  
360 Park Avenue South  
New York, NY 10010-1710

For inquiries contact Ad Sales Dept  
Tel. (212) 462-1950

Tax ID Number: US13-1958712

Invoice

Invoice Number **60348276**  
Invoice Date **17 Oct 2011**  
Terms **30 Days Net**  
Due Date **16 Nov 2011**  
PO Number **GRW-11130**

Page No: 1

Billing Account Number: 89088

**BILL TO:**

Accounts Payable  
Graceway Pharmaceuticals  
340 MARTIN LUTHER KING JR BLVD  
SUITE 400  
BRISTOL, TN 37620  
United States

Tax ID Number:

Client Account Number: 89088

**CLIENT:**

Accounts Payable  
Graceway Pharmaceuticals  
340 MARTIN LUTHER KING JR BLVD  
SUITE 400  
BRISTOL, TN 37620  
United States

Salesperson: Peter Messina Maxim Order Reference: 314185

Issue	Description	Amount	Tax	Total
01-Oct-2011	Ob.Gyn. News Oct 1 2011  Product: Zyclara Delivery Date: 12-Oct-2011 Display, King + Island Color: 4 Color Free Gross Sub Total Agency Discount	    11,311.65 0.00 11,311.65 -1,696.75	    0.00	    11,311.65 0.00 9,614.90 -1,696.75
	<b>Issue Total</b>	<b>9,614.90</b>	<b>0.00</b>	<b>9,614.90</b>
<b>Amount due in USD</b>				<b>9,614.90</b>

Elsevier standard terms and conditions of supply apply - Please see overleaf

**Payment Options**

**Please always mention the invoice number when making payment**

Please return the complete invoice if you are making any changes.

**INVOICE DETAILS**

For Credit Card Payments (Maximum Charge \$15,000, £8,000, €10,000) Please Fax 877-223-1436 or  
Send to Elsevier Inc, 3251 Riverport Lane, Maryland Heights, MO 63043 Attn: Credit Control

1. Send checks to Elsevier, PO Box 7247-7684, Philadelphia, PA 19170-7684, USA

2. Wire Transfer: Acct #3075-3564, ABA #021000089, Citibank NA, 399 Park Avenue, New York, NY 10043, USA  
You must quote the Invoice Number as a reference.

3. Charge to credit card:  Visa Card  Mastercard  American Express

Invoice Number 60348276

Invoice Date 17 OCT 2011

Total Amount USD 9,614.90

Card No:

Expiration Date: Month  Year

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

SH Media, LLC  
11 Rose Meadow Way  
Aquinnah, MA 02535  
508-645-9022

## INSERTION ORDER

To: Peter Messina Date: 9/8/11  
Fax No.: 973-290-8250 Insertion Order No.: GRW-11130  
Tel No.: 973-290-8221  
From: Stefanie Hecht 508-645-9022, 508-645-9021 Fax  
For Insertion In: OB/GYN NEWS

---

CLIENT: Graceway Pharmaceuticals  
PRODUCT: ZYCLARA  
DATE OF ISSUE: October  
AD UNIT: King Page 4CB + Island Page BW  
AD NO.: ZYC031143  
HEADLINE: "Effectively Clears Genital Warts"  
POSITION: Far forward  
TIME RATE - SPACE: 24x - Women's Skin Care Rates  
COLOR: 1x  
NET COST: \$9,614.90 (2<sup>nd</sup> ad 30% BW discount)  
MATERIAL FROM: Repeat from September  
SPECIAL INSTRUCTIONS:

---

NAME

DATE

---

Please send invoices to: Graceway Pharmaceuticals, Attn: Accounts Payable, 340 Martin Luther King Jr Blvd, Suite 400, Bristol, TN 37620

IF INCLUDED, PRESCRIBING INFORMATION MUST RUN IMMEDIATELY ADJACENT TO AD

PLEASE SEND TWO (2) TEAR SHEETS ALONG WITH INVOICE

## SETTLEMENT AGREEMENT

This settlement agreement (the "Settlement Agreement") by and between Kip Horton, Liquidating Trustee ("Liquidating Trustee") of the Graceway Liquidating Trust (the "Liquidating Trust") and Elsevier, Inc. ("Elsevier," and together with the Liquidating Trustee, the "Parties"), sets forth the terms upon which the Parties have agreed to settle the matter described below:

### RECITALS

**WHEREAS**, on September 29, 2011 (the "Petition Date"), Graceway Pharmaceuticals, LLC and six of its affiliates (collectively, the "Debtors") filed voluntary petitions for relief (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"); and

**WHEREAS**, on November 15, 2011, Elsevier filed a proof of claim, assigned Claim No. 34, asserting a claim in the amount of \$53,254.02 (the "Allowed Claim"); and

**WHEREAS**, on April 20, 2012, the Court entered the Findings of Fact, Conclusions of Law and Order Confirming the Debtors' First Amended Joint Plan of Liquidation (the "Plan"); and

**WHEREAS**, the Effective Date of the Plan was May 4, 2012 and pursuant to the Plan, the Debtors and the Liquidating Trustee executed that certain Liquidating Trust Agreement, dated May 4, 2012 (the "Liquidating Trust Agreement"), which established the Liquidating Trust for the purpose of liquidating the Debtors' Assets<sup>1</sup> and distributing the proceeds thereof; and

**WHEREAS**, under the terms of the Liquidating Trust Agreement, the Liquidating Trustee is authorized to investigate, prosecute, compromise, settle or otherwise deal with objections to Claims filed against the Debtors' estates and Causes of Action; and

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<sup>1</sup> Capitalized terms not defined in this Settlement Agreement shall have the meaning assigned to such terms in the Plan.



**WHEREAS**, in order to settle, compromise or otherwise resolve a Claim or Cause of Action, the Liquidating Trustee is required to obtain either (i) the prior written consent of the Approving Majority First Lien Lenders, or (ii) an Order of the Bankruptcy Court approving such compromise, settlement or other resolution. Upon satisfaction of the First Lien Facility Claims, the Liquidating Trustee must obtain (i) the prior written consent of the Second Lien Facility Agent, or (ii) an Order of the Bankruptcy Court approving such compromise, settlement or other resolution; and

**WHEREAS**, on September 13, 2013, the Liquidating Trustee commenced an adversary proceeding with the Court by filing a complaint against Elsevier (the "Avoidance Action") which sought avoidance pursuant to chapter 5 of the Bankruptcy Code of certain transfers from the Debtors to Elsevier in the aggregate amount of \$31,374.48 (the "Transfers"), and disallowance of the Allowed Claim, pursuant to section 502 of the Bankruptcy Code; and

**WHEREAS**, Elsevier denies any liability on account of the Avoidance Action; and

**WHEREAS**, in order to avoid the costs, delays and risks of continued litigation, the Parties have determined to resolve their disputes on the terms of and subject to the conditions set forth in this Settlement Agreement; and

**NOW, THEREFORE**, in consideration of the promise and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, it is stipulated and agreed by and between the Parties as follows:

1. The recitals set forth above are incorporated herein by reference.
2. In full and final settlement and satisfaction of the Claims of Elsevier against the Liquidating Trust (other than (a) the Allowed Claim, as described above, and (b) the "502(h)")

Claim,” as described hereafter), and the Causes of Action of the Liquidating Trust against Elsevier, including, without limitation, the Avoidance Action, Elsevier shall pay, as consideration for this settlement, the amount of \$4,000 (the “Settlement Sum”). The Settlement Sum shall be paid by check made payable to the order of “GRACEWAY LIQUIDATING TRUST,” and such check shall be delivered to Kip Horton, Liquidating Trustee of Graceway Liquidating Trust c/o RPA Advisors LLC, 45 Eisenhower Drive, Paramus, NJ 07652. Upon the Liquidating Trustee’s receipt of a fully executed copy of this Settlement Agreement, the Liquidating Trustee shall dismiss the Avoidance Action, with prejudice and without costs to either party.

3. Nothing contained in this Settlement Agreement shall constitute a waiver or release of the Allowed Claim or Elsevier’s claim pursuant to 11 U.S.C. § 502(h) (the “502(h) Claim”) for the Settlement Sum.

4. Elsevier hereby releases, acquits, and discharges the Liquidating Trustee, the Liquidating Trust, the Debtors, and their estates, their respective retained professionals, successors and assigns, of and from any Claims, damages, actions, suits, causes of action, rights, liens, demands, obligations and/or liabilities, arising out of, or relating to, the Claims, (other than (a) the Allowed Claim and (b) the 502(h) Claim) *provided, however*, that nothing contained herein shall be deemed to release any obligations the Liquidating Trustee has under this Settlement Agreement.

5. Conditioned upon the Liquidating Trustee’s receipt of a fully executed copy of this Settlement Agreement and the Settlement Sum, the Liquidating Trustee, on behalf of himself and the Liquidating Trust, hereby releases, acquits and discharges Elsevier, its directors and officers in such capacities, and its successors and assigns in such capacities from and against any

Causes of Action, rights, liens, demands, obligations and/or liabilities that they may have; *provided, however* that nothing contained herein shall be deemed to release any obligations Elsevier has under this Settlement Agreement.

6. The Liquidating Trustee represents that, the Approving Majority First Lien Lenders have approved and consented to this Settlement Agreement, as is required by the terms of the Liquidating Trust Agreement and, therefore, no court or other approval is necessary.

7. The Parties acknowledge that this Settlement Agreement is a compromise of disputed Causes of Action and that Elsevier does not admit any liability on its part, and the Liquidating Trustee denies the defenses asserted by Elsevier.

8. Each person signing this Settlement Agreement represents and warrants that he or she has been duly authorized and has the requisite authority to execute and deliver this Settlement Agreement on behalf of such Party, to bind his or her respective client or clients on whose behalf this Settlement Agreement is executed to the terms and conditions of this Settlement Agreement and to act with respect to the rights and claims that are being altered or otherwise affected by this Settlement Agreement.

9. The Parties represent and acknowledge that, in executing this Settlement Agreement, they do not rely and have not relied upon any representation or statement made by any Party or their agents, shareholders, representatives or attorneys, with regard to the subject matter, basis or effect of this Settlement Agreement or otherwise, other than as specifically stated in this Settlement Agreement.

10. The Parties agree that each Party has reviewed this Settlement Agreement and that each fully understands and voluntarily accepts all the provisions contained in this Settlement Agreement. The Parties further agree that this Settlement Agreement was the product of

negotiations between the Parties and that any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Settlement Agreement.

11. The Parties represent that all parties which must be notified of the terms of this settlement have been properly notified.

12. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

13. Should any immaterial provision of this Settlement Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, such parts, terms or provisions shall not be deemed not to be part of this Settlement Agreement and the remainder of the Settlement Agreement shall remain enforceable.


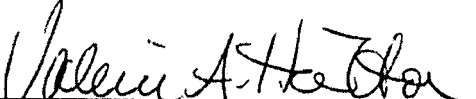
14. This Settlement Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof.

15. No modification of this Settlement Agreement shall be binding or enforceable unless in writing and signed by the parties.

16. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, successors, administrators and assigns.

17. This Settlement Agreement may be executed in one or more counterparts, including by facsimile and/or electronic mail, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

Dated: December 5, 2013

<p><b>LIQUIDATING TRUSTEE, GRACEWAY LIQUIDATING TRUST</b></p> <p>By:  _____</p> <p>Kip Horton RPA Advisors, LLC 45 Eisenhower Drive Paramus, NJ 07652 Tel.: 201.527.6653</p>	<p><b>ELSEVIER, INC.</b></p> <p>By:  _____</p> <p>Valerie A. Hamilton, Esq. Counsel for Elsevier, Inc. Sills Cummis &amp; Gross, P.C. 650 College Road East Princeton, NJ 08540 Tel: 609.227.4600</p>
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# SILLS CUMMIS & GROSS

A PROFESSIONAL CORPORATION

650 College Road East  
Princeton, New Jersey 08540  
Tel: 609-227-4600  
Fax: 609-227-4646

One Riverfront Plaza  
Newark, NJ 07102  
Tel: 973-643-7000  
Fax: 973-643-6500

Valerie A. Hamilton  
Of Counsel  
Direct Dial: (609) 227-4608  
E-mail: vhamilton@sillscummis.com

One Rockefeller Plaza  
New York, NY 10020  
Tel: 212-643-7000  
Fax: 212-643-6500

January 7, 2014

## By First Class Mail

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

**Re: In re Graceway Pharmaceuticals, LLC  
Amended Proof of Claim – Elsevier, Inc.**

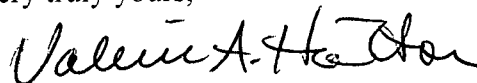
Dear Sir or Madam:

This firm represents Elsevier, Inc. in the above-referenced bankruptcy case. Enclosed for filing is an amended proof of claim by Elsevier, which re-asserts the pre-petition claim previously filed for services rendered and adds a Section 502(h) claim based on the preference case settlement reached between Kip Horton and Elsevier.

Kindly file the original and return a stamped "filed" copy of the claim to the undersigned in the enclosed return envelope.

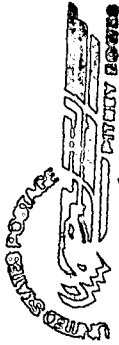
Thank you for your assistance in this matter.

Very truly yours,



VALERIE A. HAMILTON

VAH/cd  
Enc. (POC & SASE)



02 1P \$ 002.320  
0001768317 JAN 07 2014  
MAILED FROM ZIP CODE 08540



# First Class Mail

SILLS CUMMIS & GROSS  
A Professional Corporation  
650 College Road East  
Princeton, New Jersey 08540

TO:

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

RECEIVED

JAN 10 2014

BMC GROUP

