

Exhibit C

Wholesaler Support Agreement

_____, 2011

TO: [Wholesaler]
[Name]
[Address]

Dear [Wholesaler]:

On September, __ 2011 (the "**Petition Date**"), Graceway Pharmaceuticals, LLC and certain of its affiliates (collectively, the "**Company**" or the "**Debtors**") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States District Court for the District of Delaware (the "**Bankruptcy Court**").

On the Petition Date, the Debtors requested the Bankruptcy Court's authority to pay certain wholesalers in recognition of the importance of our relationship with such wholesalers. The Bankruptcy Court entered an order authorizing this relief on _____, 2011, a copy of which is enclosed herewith (the "**Order**").

In accordance with the Order, the Debtors are prepared to enter into this Wholesaler Support Agreement (the "**Agreement**") in accordance with the following terms:

1. The estimated balance of the prepetition Wholesale Chargebacks (as defined in the Order) that may become due and owing to you in the ordinary course of business and consistent with the past practice between us is \$ _____¹ (the "**Chargebacks Claim Payment**").

2. The estimated balance of the prepetition Channel Management Commissions (as defined in the Order) that may become due and owing to you in the ordinary course of business and consistent with the past practice between us is \$ _____² (the "**CMA Claim Payment**").

3. The estimated balance of the prepetition Product Returns (as defined in the Order) that may become due and owing to you in the ordinary course of business and consistent with the past practice between us is \$ _____³ (the "**Product Returns Claim Payment**").

4. The estimated balance of the prepetition McKesson Co-Pay Coupons (as defined in the Order) that may become due and owing to you in the ordinary course of business and consistent with the past practice between us is \$ _____⁴ (the "**McKesson Co-Pay Coupon**").

¹ Such amounts shall be the portion of the Prepetition Chargeback Amount allocated to the Wholesaler by the Debtors in their reasonable discretion.

² Such amounts shall be the portion of the Prepetition CMA Amount allocated to the Wholesaler by the Debtors in their reasonable discretion.

³ Such amounts shall be the portion of the Prepetition Products Return Amount allocated to the Wholesaler by the Debtors in their reasonable discretion.

⁴ Such amounts shall be the portion of the Prepetition McKesson Co-Pay Coupons Amount allocated to the Wholesaler by the Debtors in their reasonable discretion.

Payment” and together with the Chargebacks Claim Payment, CMA Claim Payment, and the Product Returns Claims Payment, the “**Claim Payment**”).

5. The Company agrees to issue credit memos to you in settlement of any portion of the Chargebacks Claim Payment, CMA Claim Payment, and Product Returns Claim Payment that becomes due and payable in the ordinary course of business, consistent with the past practice between us; provided, however, the aggregate amount of such credit memos shall not in any event exceed the applicable estimated balance set forth in paragraphs 1, 2, and 3 above for Wholesale Chargebacks, Channel Management Commissions, or Product Returns, respectively.

6. The Company agrees to make payments to you on account of any portion of the McKesson Co-Pay Coupon Payment that becomes due and payable in the ordinary course of business, consistent with the past practice between us; provided, however, the aggregate amount of such payments shall not in any event exceed the estimated balance set forth in paragraph 4 above for the McKesson Co-Pay Coupons.

7. In consideration of the Company’s agreement to issue such credit memos and make such payments, you agree (a) to continue purchasing the Debtors’ pharmaceutical products on acceptable and customary trade terms (the “**Customary Trade Terms**”), it being understood that the Customary Trade Terms shall be on the most favorable terms in effect between you and the Company during the six (6) month period prior to the Petition Date or on such other terms more favorable to the Company as you and the Company may otherwise agree, and (b) to pay, in the ordinary course of business, consistent with the past practice between us, all accounts receivable owing by you to the Company (it being understood and agreed that your ordinary and customary practice has been to pay each account receivable no later than ___ days after the date of its origination).

8. The Company shall only be required to make payments on account of the Claim Payment upon execution of this Agreement by a duly authorized representative of your company. Your execution of this Agreement and the return of same to the Debtors constitute an agreement by you and the Debtors. You agree to be bound by the terms of this Agreement and you submit to the jurisdiction of the Bankruptcy Court in connection with any enforcement of this Agreement. You further agree and/or represent:

- a. to the Customary Trade Terms and to the estimated amounts set forth above in paragraphs 1, 2, 3, and 4 of this Agreement;
- b. that you have reviewed the terms and provisions of the Order and Agreement and that you consent to be bound by such terms and provisions;
- c. that notwithstanding the terms of any oral or written agreement among the Debtors and you, the Debtors shall only be required to settle the Chargebacks Claim Payment, CMA Claim Payment and Product Returns Claim Payment by means of the issuance of credit memos to you and you hereby irrevocably waive any right to receive cash payment or other consideration on account of any Chargebacks Claim Payment, CMA Claim Payment, or Product Returns Claim Payment; and

- d. that you agree not to (i) file or otherwise assert against the Debtors or their assets any lien (regardless of the statute or other legal authority upon which such lien is asserted) and (ii) assert any right of setoff, right of recoupment or other similar right, in each case, in any way related to prepetition amounts allegedly owed to you by Debtors arising from agreements, written or otherwise, entered into before the Petition Date.

9. Notwithstanding the foregoing, if you receive any portion of the Claim Payment from the Debtors pursuant to the terms of this Agreement and you do not extend to the Debtors all Customary Trade Terms, or fail to perform in accordance with any of the terms and provisions of this Agreement, you are required to return all such portions of the Claim Payment previously received or credited to you to the Debtors and the Debtors may take any remedial actions available to them under applicable law.

10. Any dispute with respect to this Agreement and/or your participation in this payment program shall be determined by the Bankruptcy Court.

If you have any questions about this Agreement or our bankruptcy cases, please do not hesitate to call (____) _____ or (____) _____.

Sincerely,

By:
Title:

Agreed and Accepted By:

[Name of Wholesaler]

By:
Title: