

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

GRACEWAY PHARMACEUTICALS, LLC,  
et al.

Debtor.

Chapter 11

Case No. 11-13036 (PJW)

**Sale Hearing: November 22, 2011 at 11:00 a.m.**  
**Objection Deadline: November 11, 2011 at 4:00 p.m.**  
**Related to Docket No. 148**

**OBJECTION OF STAYINFRONT, INC. TO DEBTORS' AMENDED NOTICE OF  
(I) CURE AMOUNT WITH RESPECT TO EXECUTORY CONTRACTS TO BE  
ASSUMED AND ASSIGNED AND (II) POTENTIAL ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACTS**

StayinFront, Inc. ("StayinFront"), by and through its undersigned counsel, hereby objects to the amended cure amounts set forth on Exhibit 1 to the Amended Notice of (I) Cure Amount with respect to Executory Contracts to be Assumed and Assigned and (II) Potential Assumption and Assignment of Executory Contracts filed by the above captioned debtors and debtors-in-possession as follows:

1. On September 29, 2011 (the "Petition Date"), the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.
2. Prior to the Petition Date, StayinFront and the Debtor, Graceway Pharmaceuticals, Inc. ("Debtor"), were parties to a Master Agreement for License and Maintenance of Computer System #180 (the "Agreement").
3. On September 29, 2011, the Debtors filed Debtors' Motion for Entry of (I) an Order Approving and authorizing (A) Bidding Procedures in connection with the Sale of Certain Assets of the Debtors, (B) Stalking Horse Bid Protections, (C) the form and Manner of Notice of the Sale Hearing, and (D) Related Relief; and (II) an Order Authorizing (A) the Sale of Certain Assets of the Debtors Free and Clear of all Claims, Liens, Liabilities, Rights, Interests and

Encumbrances, (B) the Debtors to Enter into and Perform Their Obligations under the Asset Purchase Agreement, (C) the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases, and (D) Granting Related Relief (the “Sale Motion”), in which the Debtors expressly seek authority from the Court to assume and assign executory contracts and unexpired leases to the successful bidder at an auction to be held on November 17, 2011 (assuming there is more than one Qualifying Bidder, as defined in the Bidding Procedures approved by this Court).

### **PROPOSED CURE AMOUNT**

4. In the Amended Cure Amount Exhibit on page 10 of 11, the Debtor lists the cure amount under the Agreement as \$22,098.23.

### **OBJECTION**

5. The correct cure amount under the Agreement is \$26,811.49. The charges that comprise this amount are detailed on the Statement dated September 28, 2011, annexed hereto as Exhibit A. Exhibit A reflects the amount that must be cured pursuant to 11 U.S.C. § 365(b)(1)(A) in the event the Agreement is assumed by the Debtor (the “Pre-Petition Balance”).

6. In addition to the Pre-Petition Balance, from the Petition Date through October 31, 2011, StayinFront has invoiced the Debtor under the Agreement for additional amounts, for which certain payments have been made, leaving a balance due as of this date of \$336.66 (the “Post-Petition Balance”), which is detailed on the Statement dated 9/29/2011 – 10/31/2011 attached hereto as Exhibit B. To the extent that the Debtor fails to pay the entire Post-Petition Balance or any other amounts that fall due post-petition prior to the sale of assets, such amounts should be included within the cure amount due StayinFront as a condition of the Debtor’s assumption and assignment of the Agreement under 11 U.S.C. § 365(b)(1)(A).

StayinFront reserves the right to amend the Post-Petition Balance in the event that additional amounts are invoiced to the Debtor under the Agreement and not paid.

7. All of the charges reflected on the Exhibits hereto are valid and undisputed by the Debtor.

WHEREFORE, StayinFront objects to the Amended Cure Amounts Exhibit and requests that the Court establish the cure amount due StayinFront to be the Pre-Petition Balance together with all unpaid post-petition amounts as of the time of assumption of the Agreement, and that it be afforded such other and further relief as is just and proper.

Dated: November 10, 2011

COLE, SCHOTZ, MEISEL,  
FORMAN & LEONARD, P.A.

By: /s/ Patrick J. Reilley  
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- and -

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