

Exhibit B
Agreement

AGREEMENT

THIS AGREEMENT (this "*Agreement*") is made and entered into as of December 9, 2011, by and among (i) Graceway Pharma Holding Corp., a Delaware corporation, Graceway Holdings, LLC, a Delaware limited liability company, Graceway Pharmaceuticals, LLC, a Delaware limited liability company, Chester Valley Holdings, LLC, a Delaware limited liability company, Chester Valley Pharmaceuticals, LLC, a Delaware limited liability company, Graceway Canada Holdings, Inc., a Delaware corporation, and Graceway International, Inc., a Delaware corporation (each a "**Debtor**" and collectively the "**Debtors**"), (ii) Edwards Wildman Palmer LLP, a limited liability partnership ("**EWP**"), and (iii) the First Lien Agent (as defined in the *Final Order (I) Authorizing Debtors to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363; (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364 and (III) Authorizing Debtors to Obtain Postpetition Financing Pursuant to 11 U.S.C. § 364* [Docket No. 219] (the "**Final DIP Order**"). Each Debtor, EWP and the First Lien Agent is referred to separately as a "**Party**" and all are referred to collectively as the "**Parties**."

WHEREAS, on September 29, 2011 (the "**Petition Date**"), each of Debtors filed for bankruptcy protection pursuant to Chapter 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") before the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, as of the Petition Date, EWP held a retainer of approximately \$367,000 that had not been applied to EWP's fees or expenses (the "**Retainer**");

WHEREAS, on October 21, 2011, the Debtors filed the *Debtors' Application for an Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Debtors to Retain and Employ Edwards Wildman Palmer LLP as Special Intellectual Property Counsel for the Debtors Nunc Pro Tunc to the Petition Date* [Docket No. 149] (the "**EWP Application**") and on November 7, 2011, the Bankruptcy Court entered the *Order Authorizing the Debtors to Retain and Employ Edwards Wildman Palmer LLP as Special Intellectual Property Counsel for the Debtors Nunc Pro Tunc to the Petition Date* [Docket No. 221];

WHEREAS, on November 7, 2011, the Bankruptcy Court entered the Final DIP Order;

WHEREAS, on November 22, 2011, the Bankruptcy Court entered the *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 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 Order**") [Docket No. 306];

WHEREAS, on December 2, 2011, the transactions contemplated by the Sale Order were consummated (the "**Closing**") and the Debtors filed that certain Amendment No. 1, dated as of December 2, 2011, regarding a revised budget reflecting the Closing [Docket No. 330];

WHEREAS, the Closing having occurred, the Debtors no longer require EWP's services and EWP has ceased providing, and will not in the future provide additional, services to the Debtors under the terms of the EWP Application or otherwise. Notwithstanding the foregoing, additional fees and expenses of third party vendors may accrue and all rights of EWP to seek reimbursement with respect to payments it makes of such fees and expenses on behalf of the Debtors are reserved.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree that \$300,000 of the Retainer shall be applied solely to the fees and expenses of EWP arising after the Petition Date and allowed by the Bankruptcy Court., provided that nothing contained herein shall alter the amounts budgeted and carved out for the payment of EWP's fees and expenses pursuant to the Final DIP Order, as amended.

2. The Parties agree that \$67,000 of the Retainer may be applied by EWP to pay fees and expenses incurred by third party vendors and paid by EWP for the Debtors' benefit prior to the Petition Date.

3. The Debtors hereby release any and all avoidance claims, rights or causes of action against EWP and its transferees (including claims arising under Sections 544, 547, 548 and 550 of the Bankruptcy Code) solely with respect to the Retainer. Any and all avoidance claims, rights or causes of action with respect to any other payments received by EWP or its transferees are hereby expressly preserved and any and all defenses of EWP and such transferees to any such claims, rights or causes of action are hereby expressly preserved.

4. Within five (5) business days after the approval of this Agreement by the Bankruptcy Court, the Debtors shall distribute \$300,000 of Cash Collateral to the First Lien Agent for application to the First Lien Obligations (as defined in the Final DIP Order).

5. No later than two (2) business days after the date hereof, the Debtors shall file a motion with the Bankruptcy Court seeking the entry of an order approving this Agreement and authorizing the distribution described in Section 4. Each of the Parties consents to the motion being heard on shortened notice at the hearing scheduled for December 28, 2011.

6. Nothing contained herein shall prevent or limit EWP from filing any proof of claim in the Debtors' bankruptcy proceedings.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, affiliates and successors.

8. The Parties' respective rights, obligations, remedies and protections provided for in this Agreement shall survive the conversion, dismissal or closing of the Debtors' bankruptcy cases, appointment of a chapter 7 or chapter 11 trustee therein, substantive consolidation thereof and confirmation of the Debtors' joint plan of liquidation, and the terms and provisions of this Agreement shall continue in full force and effect notwithstanding the entry of any order effecting the foregoing.

9. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original. All counterparts shall constitute a single agreement. A facsimile of a signed copy of the Agreement shall serve as an original executed copy for all purposes.

10. *Choice of Law:* This Agreement shall be governed by and construed under and in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof. The Bankruptcy Court shall retain jurisdiction over any action or proceeding arising out of or relating to this Agreement, and all claims in respect of such action or proceeding may be heard and determined in such court. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the day and year first written above.

By: _____

Josef S. Athanas, Esq., on behalf of the Debtors

By: _____

Scott K. Charles, Esq., on behalf of the First Lien Agent

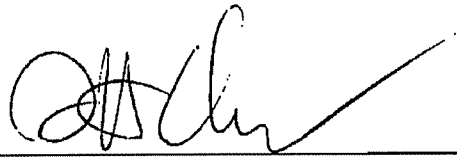
By: _____

Peter J. Manso, Esq., on behalf of Edwards Wildman Palmer LLP

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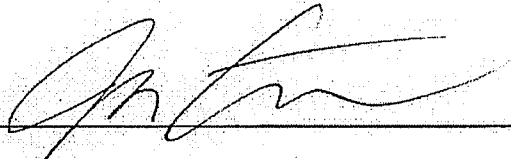
By:  _____

Scott K. Charles, Esq., on behalf of the First Lien Agent

By: _____

Peter J. Manso, Esq., on behalf of Edwards Wildman Palmer LLP

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Scott K. Charles, Esq., on behalf of the First Lien Agent

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[____], on behalf of Edwards Wildman Palmer LLP