

Exhibit B

Blackline

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

In re:

GRACEWAY PHARMACEUTICALS, LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 11-13036 (PJW)

Jointly Administered

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN
TCI GROUP-LOWRY & FOSTER, INC. AS REAL ESTATE BROKER
TO THE DEBTORS PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a),
NUNC PRO TUNC TO APRIL 24, 2012**

Upon the Application² of the above-captioned Debtors for an order authorizing the Debtors to retain and employ TCI Group-Lowry & Foster, Inc. (“**TCI**”) as real estate broker to the Debtors pursuant to 11 U.S.C. §§ 327(a) and 328(a) in accordance with the terms of the Application and the Engagement Letter; and upon consideration of the Application and all pleadings related thereto, including the Armstrong Affidavit and the Engagement Letter; and the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and (c) notice of the Application was due and proper under the circumstances; and it appearing that TCI neither holds nor represents any interest adverse to the Debtors or their estates; and it further appearing that TCI is a “disinterested person,” as that term is defined in Section 101(14) of the

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Graceway Pharma Holding Corp., a Delaware corporation (9175), Case No. 11-13037 (PJW); Graceway Holdings, LLC, a Delaware limited liability company (2502), Case No. 11-13038 (PJW); Graceway Pharmaceuticals, LLC, a Delaware limited liability company (5385), Case No. 11-13036 (PJW); Chester Valley Holdings, LLC, a Delaware limited liability company (9457), Case No. 11-13039 (PJW); Chester Valley Pharmaceuticals, LLC, a Delaware limited liability company (3713), Case No. 11-13041 (PJW); Graceway Canada Holdings, Inc., a Delaware corporation (6663), Case No. 11-13042 (PJW); and Graceway International, Inc., a Delaware corporation (2399), Case No. 11-13043 (PJW). The mailing address for Graceway Pharmaceuticals, LLC is 340 Martin Luther King Jr. Blvd., Suite 400, Bristol, TN 37620 (Attn: John Bellamy). On October 4, 2011, Graceway Canada Company filed an application in the Ontario Superior Court of Justice (Commercial List) pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C. 43.

Bankruptcy Code; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates and their creditors; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby ORDERED, ADJUDGED, AND DECREED that:

1. The Application is granted retroactive to April 24, ~~2012~~2012 as set forth herein.
2. Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code, the Debtors and their respective successors, including the Liquidating Trustee, are authorized to retain, employ, and compensate TCI on the terms set forth in the Application, the Armstrong Affidavit, the Engagement Letter and this Order.
3. TCI's compensation shall be subject to the standard of review set forth in Section 328(a) of the Bankruptcy Code, and it shall not be subject to any other standard of review under Section 330 of the Bankruptcy Code; **provided, however, that the rights of the United States Trustee to object under Section 330 of the Bankruptcy Code to any compensation or reimbursement sought or previously paid by the Debtors to TCI are reserved, and in the event the Court sustains any such objection, TCI would be required to disgorge any amounts that had been previously paid and subsequently objected to and disallowed.**
4. Notwithstanding the provisions of Sections 330 and 331 of the Bankruptcy Code, ~~pursuant~~**Pursuant** to Section 328(a),² the Debtors and their respective successors, including the Liquidating Trustee, are authorized to compensate TCI solely as follows:
 - (a) The Debtors will pay TCI, only upon closing of a sale or exchange pursuant to an agreement described in this paragraph 4(a) and only from the proceeds of such sale or exchange, a real estate commission of 6% of the purchase price of the Piney Flats Property in the event that (i) TCI procures a ready, willing, and able buyer who has entered into a purchase agreement or an agreement of exchange for the Piney Flats Property at a price acceptable to the Debtors prior to the expiration

² Capitalized terms used but not defined herein have the meanings assigned to such terms in the Application.

of the Engagement Letter, (ii) the Debtors enter into an enforceable contract for the sale or exchange of the Piney Flats Property with any buyer prior to the expiration of the Engagement Letter; or (iii) the Debtors enter into an option to purchase agreement and the buyer exercises that option prior to the expiration of the Engagement Letter; *provided, however*, that, except as expressly described herein, no such commission will be payable if such sale or exchange does not close;

- (b) TCI will share the commission discussed in paragraph 4(a) with a cooperating broker, if any, who procures the buyer of the Piney Flats Property by paying such cooperating broker ~~3~~50% of TCI's commission;
- (c) If the Debtors contract to sell or exchange or an option is exercised for the Piney Flats Property within 180 days after the expiration of the Engagement Letter to any buyer who has been introduced to the Piney Flats Property, directly or indirectly, by TCI prior to the expiration of the Engagement Letter, the Debtors will pay the compensation as set forth in paragraph 4(a); *provided, however*, that, except as expressly described herein, no such commission will be payable if such sale or exchange does not close;
- (d) Notwithstanding any other provision hereof, if a commission would be payable pursuant to paragraph 4(a) or 4(c) but for a failure to close the applicable sale or exchange solely as a result of the Debtors' unlawful breach of the applicable contract of sale or exchange, the Debtors shall be obligated to pay the commission set forth in paragraph 4(a) or 4(c), as applicable; and
- (e) TCI will not be reimbursed by the Debtors for any expenses incurred in connection with its retention in these Chapter 11 Cases or receive any other compensation except as set forth in this paragraph 4. Notwithstanding any other provision of this Order, TCI shall receive only one commission pursuant to this Order.

~~The fee application and fee and expense detail requirements of Local Rule 2016-2 are hereby waived with respect to TCI.~~ **TCI shall be compensated in accordance with the Engagement Letter, the Application and this Order, but TCI shall not be required to keep contemporaneous time entries and shall not be required to file monthly or interim fee applications with this Court. TCI will file a final fee application, including a detailed statement of all disbursements for which reimbursement is sought or has already been paid.**

5. The Debtors and their respective successors, including the Liquidating Trustee, are authorized to compensate TCI directly from the proceeds of any sale of the Piney Flats Property.

6. TCI is authorized to share its compensation with any cooperating brokers as set forth in the Application, the Armstrong Affidavit and the Engagement Letter.

7. The Debtors agree (a) that, absent other agreement by TCI, TCI is only obligated to pay compensation to agents within TCI or cooperating brokers who have dealt directly with TCI in the sale of the Piney Flats Property; (b) to indemnify and hold TCI harmless from any claim, demand, action, liability or proceedings resulting from claims for compensation made by anyone other than TCI or cooperating brokers who have dealt directly with TCI in the sale of the Piney Flats Property and to provide for defense costs, including reasonable attorney's fee for agents and TCI, in such event; and (c) to hold TCI harmless from any and all claims, causes of action, or damages (and shall indemnify TCI therefrom) arising out of or relating to the Debtors' providing TCI with incomplete and/or inaccurate information, the handling of earnest money by anyone other than TCI, or any injury to persons on the Piney Flats Property and/or loss of or damage to the Piney Flats Property or anything contained therein; *provided, however*, that the Debtors shall not have any obligation pursuant to this paragraph 7 to indemnify TCI from any claim, demand, action, cause of action, liability, damages, proceedings, fees, costs or expenses arising from the gross negligence or willful misconduct of TCI and/or its agents and representatives. The Debtors shall not have any obligation to indemnify TCI except as expressly set forth in this paragraph 7.

8. The indemnification provisions set forth in the Engagement Letter (the “Indemnification Provisions”), are approved, subject during the pendency of these cases to the following:

- (a) subject to the provisions of subparagraph (d) below, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, TCI in accordance with the Indemnification Provisions for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter;
- (b) notwithstanding any provisions in the Indemnification Provisions to the contrary, the Debtors shall have no obligation to indemnify TCI or provide contribution or reimbursement to TCI (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from TCI’s bad faith, self-dealing, breach of fiduciary duty (if any), willful misconduct or gross negligence, (ii) for a contractual dispute in which the Debtors allege the breach of TCI’s contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would not be prohibited pursuant to *In re United Artists Theatre Co.*, 315 F. 3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (d) below, to be a claim or expense for which TCI should not receive indemnity, contribution or reimbursement under the terms of the Indemnification Provisions, as modified by this Order;
- (c) if during the pendency of the Debtors’ cases the indemnification is held unenforceable by reason of the exclusions set forth in subparagraph (b) above and TCI makes a claim for the payment of any amounts by the Debtors on account of the Debtors’ contribution, the provisions in the Indemnification Provisions shall not apply; and
- (d) if, before the entry of an order closing these Chapter 11 Cases, TCI believes that it is entitled to payment of any amounts by the Debtors on account of the Debtors’ indemnification, contribution, and/or reimbursement obligations under the Indemnification Provisions (as modified by this Order), including without limitation the advancement of defense costs, TCI must file an application therefor in this Court, and the Debtors may not pay any such amounts to TCI before the entry of any order by this Court approving the payment. This subparagraph (d) is intended only to specify the period of time during which the Court shall have jurisdiction over any request for compensation and expenses by TCI for indemnification, contribution, or reimbursement and is not a provision limiting the duration of the Debtors’ obligation to indemnify TCI.

9. To the extent there is any provision in the Engagement Letter that constitutes a limitation of liability, such provision shall have no force or effect during the pendency of the Debtors' bankruptcy cases.

10. Notwithstanding anything to the contrary in the Engagement Letter, during the pendency of the Debtors' bankruptcy cases, TCI shall act exclusively as the Debtors' agent and shall not represent or act on behalf of any prospective tenant, purchaser or occupant, or any other party in interest, with respect to any of the Debtors' property.

11. To extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, the Indemnification Provisions and this Order, the terms of this Order shall govern.

12. ~~8.~~ Debtors and their respective successors, including the Liquidating Trustee, are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

13. ~~9.~~ To the extent the terms of this Order differ from the terms set forth in the Engagement Letter, the terms set forth in this Order shall control.

14. ~~10.~~ This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: Wilmington, Delaware
_____, 2012

Peter J. Walsh
United States Bankruptcy Judge