CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 26, 2026

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
OMNICARE, LLC, *et al.*,[1]	)	Case No. 25-80486 (SGJ)
Debtors.	)	(Jointly Administered)
	)	Ref. Docket No. 527

ORDER AUTHORIZING THE DEBTORS TO ENTER INTO AN AMENDMENT TO THE DIP CREDIT AGREEMENT AND GRANTING RELATED RELIEF

[1] The last four digits of Omnicare, LLC's federal tax identification number are 1351. There are 111 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent at https://cases.stretto.com/Omnicare. The location of Omnicare, LLC's corporate headquarters and the Debtors' service address is One CVS Drive, Mail Code 1160, Woonsocket, RI 02895.

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order (this "**Order**") authorizing the Debtors to enter into the DIP Amendment, all as more fully set forth in the Motion; and upon the *Declaration of Andrew Turnbull in Support of the Debtors' Motion for Entry of an Order Authorizing the Debtors to Enter into an Amendment to the DIP Credit Agreement and Granting Related Relief* (the "**Turnbull Declaration**"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to enter into the *Amendment No. 1 to Senior Secured, Super-Priority Debtor-in Possession Loan and Security Agreement*, substantially in the form attached hereto.

[2] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

2. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rules 4001(a)(3) or 6004(h) or otherwise.

3. The Debtors are authorized to take such action necessary to effectuate the relief granted in this Order.

4. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Order submitted by:

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Counsel to the Debtors and Debtors in Possession

First Amendment to DIP Credit Agreement

Execution Version

AMENDMENT NO. 1 TO
SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION LOAN AND SECURITY AGREEMENT

Dated: January 30, 2026

This AMENDMENT NO. 1 TO SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION LOAN AND SECURITY AGREEMENT (the "Amendment"), dated as of January 30, 2026, by and among Omnicare, LLC, a Delaware limited liability company ("Omnicare"), the other borrowers signatory hereto (together with Omnicare, collectively, jointly and severally, "Borrowers") and JMB Capital Partners Lending, LLC, a California limited liability company, as lender (together with its successors and assigns, "Lender"), which amends that certain SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION LOAN AND SECURITY AGREEMENT, dated as of November 3, 2025 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"; and as amended by this Amendment, the "Credit Agreement"), by and among Borrowers and Lender. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Existing Credit Agreement established certain milestones and covenants with respect to the Chapter 11 Cases, including (a) a milestone requiring Borrowers to execute and deliver, in accordance with bid procedures approved by the Bankruptcy Court (in form and substance acceptable to Lender), an Acceptable Stalking Horse Purchase Agreement on or before January 31, 2026, and (b) a stated Maturity Date of June 30, 2026 by which all Obligations shall be due and payable (except for Obligations due and payable on an earlier date, to the extent expressly provided in the Loan Documents);

WHEREAS, pursuant to Section 12.1 of the Existing Credit Agreement, Borrowers have requested that Lender agree to, among other things, (a) extend the Acceptable Stalking Horse Purchase Agreement milestone from January 31, 2026 to March 31, 2026, and (b) extend the stated Maturity Date of the Obligations from June 30, 2026 to August 31, 2026 (or, if applicable conditions are satisfied, September 30, 2026), in each case, in order for Borrowers to have additional time to effectuate a Sale in accordance with the Loan Documents;

WHEREAS, Lender has agreed to make such extensions in exchange for an increase in the Exit Fee from the sum of (without duplication) five percent (5.00%) of the Interim Amount and five percent (5.00%) of the Delayed Draw Amount to the sum of (without duplication) six percent (6.00%) of the Interim Amount and six percent (6.00%) of the Delayed Draw Amount;

WHEREAS, Borrowers and Lender have agreed to make certain amendments to the Existing Credit Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to enter into this Amendment.

1. *Amendments to the Existing Credit Agreement*. Effective as of the Amendment No. 1 Effective Date (as herein defined):

(a) The defined term "Acceptable Stalking Horse Purchase Agreement" in Section 1.1 of the Credit Agreement is hereby amended and restated as follows:

"Acceptable Stalking Horse Purchase Agreement" means one or more stalking horse purchase agreement (in each case, in form and substance acceptable to Lender), which in the aggregate, are for all or substantially all of Borrowers' assets(s) that (a) is executed, effective, and binding on all parties thereto and (b) either (x) is approved by Lender in its discretion or (y) (1) would generate cash proceeds sufficient for the Payment in Full of the Obligations (pursuant to a signed commitment to lend acceptable to Lender from a recognized lender or another source of funding acceptable to Lender) upon the closing date of such sale, (2) closes on or before August 31, 2026, and (3) requires, pursuant to an order of the Bankruptcy Court, the Payment in Full of the Obligations as set forth in clause (1).

(b) The defined term "Additional Exit Fee" in Section 1.1 of the Credit Agreement is hereby amended and restated as follows:

"Additional Exit Fee" means the fee equal to six percent (6.00%) of the Delayed Draw Amount, which fee shall be fully earned, non-refundable, and allowed on a final basis in the Final Order.

(c) The defined term "Initial Exit Fee" in Section 1.1 of the Credit Agreement is hereby amended and restated as follows:

"Initial Exit Fee" means the fee equal to six percent (6.00%) of the Interim Amount, which fee was fully earned, non-refundable, and allowed on a final basis in the Interim Order.

(d) The defined term "Maturity Date" in Section 1.1 of the Credit Agreement is hereby amended and restated as follows:

"Maturity Date" means the earliest of (a) either (X) August 31, 2026, or (Y) in the event that Borrower Representative provides notice in writing to Lender (email being sufficient), prior to August 31, 2026, that Borrowers are unable to close and consummate an Acceptable Sale (or sale which would be an Acceptable Sale, but-for failure to close by a set date) by such date solely because they have not yet obtained Regulatory Approvals, September 30, 2026; (b) the effective date of any chapter 11 plan with respect to Borrowers; (c) the consummation of any sale or other disposition of all or substantially all of the assets of Borrowers pursuant to Section 363 of the Bankruptcy Code; (d) the date of the acceleration of the Loans and the termination of the Commitments following the occurrence and during the continuation of an Event of Default in accordance with this Agreement and the other Loan Documents; and (e) dismissal of any Chapter 11 Case or conversion of any Chapter 11 Case into a case under chapter 7 of the Bankruptcy Code, or the appointment of a trustee or examiner in any Chapter 11 Case.

(e) The following new defined term "Regulatory Approvals" is hereby added to Section 1.1 of the Credit Agreement in alphabetic order:

"Regulatory Approvals" means the consent or approvals from a Governmental Authority that are reasonably required to close and consummate an Acceptable Sale (or sale which would be an Acceptable Sale, but-for failure to

close by a set date), as contemplated by Borrowers and to the purchaser selected by Borrowers, pursuant to any applicable law, rule, regulation or order.

(f) Section 5.16 of the Credit Agreement is hereby amended and restated in its entirety as follows:

Section 5.16 Supplement to Commercial Torts Schedule. Not later than March 31, 2026 (or such later date as agreed by Lender in its discretion), Borrowers shall deliver to Lender an updated Schedule 4.6 with respect to the commercial tort claims any Borrower has against another Person known to any Borrower, which schedule shall be attached hereto and supplement Schedule 4.6 as delivered on the Effective Date.

(g) Sections 7.1(a) and (b) of the Credit Agreement, respectively, are hereby amended and restated in their entirety as follows:

(a) Borrowers fail to comply with the following milestone: on or before March 31, 2026, Borrowers shall have executed and delivered, in accordance with bid procedures approved by the Bankruptcy Court (in form and substance acceptable to Lender), an Acceptable Stalking Horse Purchase Agreement;

(b) an Acceptable Stalking Horse Purchase Agreement is withdrawn, cancelled, terminated, amended, modified, or supplemented on or after March 31, 2026 without Lender's consent, in its sole discretion;

2. *Conditions of Effectiveness*. This Amendment, and the obligations hereunder, shall become effective upon the satisfaction (or waiver by Lender in writing and in its sole discretion) of the following conditions (provided that, Section 5 of this Amendment herein shall become effective immediately upon Lender (or its counsel) having received executed counterparts of this Amendment signed by or on behalf of Borrowers and Lender, it being understood and agreed that no other condition set forth in this Section 2 shall be required for the effectiveness of Section 5 of this Amendment), and the date on which such conditions are satisfied shall be referred to herein as the "Amendment No. 1 Effective Date":

(a) Lender (or its counsel) shall have received executed counterparts of this Amendment signed by or on behalf of Borrowers and Lender;

(b) after giving effect to this Amendment, the representations and warranties of Borrowers set forth in Section 3 of this Amendment shall be true and correct in all material respects (or, in the case of any such representation or warranty that is qualified by or subject to "materiality", a "Material Adverse Change" or similar term or qualification, in all respects after giving effect to such qualification);

(c) no Event of Default shall exist immediately prior to or after giving effect (including giving effect on a pro forma basis) to the effectiveness of this Amendment and the transactions contemplated herein;

(d) the entry on a final basis of the *Order Authorizing the Debtors to Enter Into an Amendment to the DIP Credit Agreement and Granting Related Relief* (which order shall be in form and substance acceptable to Lender), and such order remains in full force and effect, having not been reversed, modified, amended, stayed or vacated absent the prior written consent of Lender in its sole discretion; and

(e) Lender shall have received a certificate signed by the Borrower Representative on

behalf of each Borrower, certifying that the conditions set forth in clauses (b) through (d) above are satisfied.

3. *Representations and Warranties of Borrowers*. Each Borrower hereby represents and warrants as follows:

(a) Such Borrower (i) is duly formed and existing under the laws of the jurisdiction of its formation, (ii) in good standing under the laws of the jurisdiction of its formation, except where failure to be in such good standing would not result in, or would not reasonably be expected to result in, a Material Adverse Change (iii) where the ownership of Collateral requires such qualification, is qualified to do business in any state where the failure to be so qualified has resulted in, or would reasonably be expected to result in, a Material Adverse Change, and (iv) subject to the Bankruptcy Court approval, has all requisite power and authority to execute, deliver and perform this Amendment. Subject to Bankruptcy Court approval, such Borrower has taken, or on the Amendment No. 1 Effective Date will have taken, all necessary action to execute, deliver and perform this Amendment, and has, or on the Amendment No. 1 Effective Date will have, validly executed and delivered this Amendment. Subject to Bankruptcy Court approval, this Amendment constitutes, upon execution and delivery hereof, the legal, valid and binding obligation of such Borrower, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, by general equitable principles or by principles of good faith and fair dealing.

(b) The execution, delivery and performance by each Borrower of this Amendment, and compliance by it with the terms hereof, do not and will not, (i) violate any provision of the Organizational Documents of such Borrower, (ii) subject to Bankruptcy Court approval, contravene any material applicable law (except to the extent such contravention would not reasonably be expected to have a Material Adverse Change) or (iii) conflict with, result in a breach of or constitute (with due notice, lapse of time or both) a default under any material agreement to which it is a party, except in each case of clause (iii) of this Section 3(b), to the extent such conflict, breach or default would not reasonably be expected to have a Material Adverse Change.

(c) As of the Amendment No. 1 Effective Date, all of the representations and warranties contained in each Loan Document are true and correct in all material respects (without duplication of materiality), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (without duplication of materiality) as of such specified earlier date.

(d) As of the Amendment No. 1 Effective Date, no Event of Default exists immediately prior to or after giving effect to this Amendment and the transactions contemplated herein.

4. *Reference to and Effect on the Existing Credit Agreement and the Term Sheet*.

(a) On and after the Amendment No. 1 Effective Date, each reference in the Existing Credit Agreement to "*hereunder*", "*hereof*", "*Agreement*", "*this Agreement*" or words of like import and each reference in the other Loan Documents to "*Credit Agreement*", "*thereunder*", "*thereof*" or words of like import shall, unless the context otherwise requires, mean and be a reference to the Existing Credit Agreement as amended by this Amendment. From and after the Amendment No. 1 Effective Date, this Amendment shall be a Loan Document under the Credit Agreement.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Lender under any Loan Document, nor constitute a waiver of any provision of any of the Loan Documents.

(c) Each of the parties hereto agree that this Amendment constitutes a Loan Document for all intents and purposes under the Credit Agreement and other Loan Documents.

(d) In the event of a conflict between the Credit Agreement, as amended by this Amendment, and any other amendment executed in accordance with the requirements of the Credit Agreement (in each case, the "Amended Credit Agreement") and the Term Sheet, the terms of the Amended Credit Agreement shall govern.

5. *Acknowledgment by Lender.* Lender hereby acknowledges and agrees, effective as of the date hereof, that any failure of Borrowers to execute, deliver, or maintain in effect an Acceptable Stalking Horse Purchase Agreement prior to January 31, 2026 shall not be deemed a breach of the Existing Credit Agreement, or an event of default under Sections 7.1(a) or (b) of the Existing Credit Agreement, provided that (a) a motion to approve this Amendment ("Motion") has been filed with the Bankruptcy Court on or prior to January 31, 2026, and (b) on or before February 28, 2026, or such later time as Lender agrees in writing in its sole discretion, (i) the Motion is approved by the Bankruptcy Court and (ii) the Amendment No. 1 Effective Date has occurred in accordance with the terms hereof.

6. *Choice of Law and Venue; Jury Trial Waiver*. The parties hereto agree that the provisions of Section 11 of the Existing Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

7. *Headings*. The headings of the various articles, sections and subsections of this Amendment have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof.

8. *Counterparts; Electronic Execution*. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

9. *No Novation*. Neither the execution, delivery and acceptance of this Amendment nor any of the terms, covenants, conditions or other provisions set forth herein are intended, nor shall they be deemed or construed, to effect a novation of any liens or Obligations under the Existing Credit Agreement or to pay, extinguish, release, satisfy or discharge (a) the Obligations under the Existing Credit Agreement, (b) the liability of Borrowers under the Existing Credit Agreement or the other Loan Documents executed and delivered in connection therewith or any Obligations or other obligations evidenced thereby, or (c) any mortgages, deeds of trust, liens, security interests or contractual or legal rights securing all or any part of such Obligations.

10. *Reaffirmation*. Each Borrower expressly acknowledges the terms of this Amendment and reaffirms that the Existing Credit Agreement and each other Loan Document, as specifically amended by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified, reaffirmed and confirmed, and the respective prior guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Loan Documents, notwithstanding the consummation of the transactions contemplated hereby, and all Liens thereunder, shall continue to be in full force and effect and shall accrue to the benefit of Lender under the Existing Credit Agreement as amended by this Amendment. Without limiting the generality of the foregoing, each Borrower, on behalf of itself and the other Borrowers,

expressly reaffirms that the Loan Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of Borrowers under the Loan Documents, as amended by this Amendment.

11. *Amendments; Severability*. This Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by Borrowers and Lender. To the extent any provision of this Amendment is prohibited by or invalid under the applicable law of any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity and only in such jurisdiction, without prohibiting or invalidating such provision in any other jurisdiction or the remaining provisions of this Amendment in any jurisdiction.

12. *Conflicts*. In the event of any conflict between the terms of this Amendment and the terms of the Credit Agreement or any of the other Loan Documents, the terms of this Amendment shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

BORROWERS:

OMNICARE, LLC

Signed by:
By: _____
9A5590443BEC47B...
Name: David Azzolina
Title: President

AMC-TENNESSEE, LLC
APS ACQUISITION LLC
APS-SUMMIT CARE PHARMACY, L.L.C.
ASCO HEALTHCARE OF NEW ENGLAND LIMITED PARTNERSHIP
ASCO HEALTHCARE, LLC
BADGER ACQUISITION LLC
BADGER ACQUISITION OF KENTUCKY LLC
BADGER ACQUISITION OF MINNESOTA LLC
BADGER ACQUISITION OF OHIO LLC
BEST CARE LTC ACQUISITION COMPANY LLC
CAMPO'S MEDICAL PHARMACY, LLC
CARE PHARMACEUTICAL SERVICES, LP
CARE4, L.P.
CCRX HOLDINGS, LLC
CCRX OF NORTH CAROLINA HOLDINGS, LLC
CCRX OF NORTH CAROLINA, LLC
CHP ACQUISITION, LLC
COMPASS HEALTH SERVICES, LLC
COMPSCRIPT, LLC
CONTINUING CARE RX, LLC
CP ACQUISITION, LLC
D&R PHARMACEUTICAL SERVICES, LLC
ENLOE DRUGS LLC
EVERGREEN PHARMACEUTICAL OF CALIFORNIA, LLC
EVERGREEN PHARMACEUTICAL, LLC
GENEVA WOODS HEALTH SERVICES, LLC
GENEVA WOODS LTC PHARMACY, LLC
GENEVA WOODS PHARMACY ALASKA, LLC
GENEVA WOODS PHARMACY WASHINGTON, LLC
GENEVA WOODS PHARMACY WYOMING, LLC
GENEVA WOODS PHARMACY, LLC
GENEVA WOODS RETAIL PHARMACY, LLC
GRANDVIEW HEALTHCARE, LLC
GRANDVIEW PHARMACY, LLC

HOME CARE PHARMACY, LLC
HOME PHARMACY SERVICES, LLC
INSTITUTIONAL HEALTH CARE SERVICES, LLC
INTERLOCK PHARMACY SYSTEMS, LLC
JHC ACQUISITION LLC
LANGSAM HEALTH SERVICES, LLC
LCPS ACQUISITION LLC
LOBOS ACQUISITION, LLC
LO-MED PRESCRIPTION SERVICES, LLC
MAIN STREET PHARMACY, L.L.C.
MANAGED HEALTHCARE, LLC
MARTIN HEALTH SERVICES, LLC
MED WORLD ACQUISITION, LLC
MEDICAL ARTS HEALTH CARE, LLC
MERWIN IV & SPECIALTY PHARMACY, LLC
MERWIN LONG TERM CARE, LLC
MERWIN RX-COMPOUNDING PHARMACY, LLC
MHHP ACQUISITION COMPANY LLC
NCS HEALTHCARE OF ILLINOIS, LLC
NCS HEALTHCARE OF IOWA, LLC
NCS HEALTHCARE OF KANSAS, LLC
NCS HEALTHCARE OF KENTUCKY, LLC
NCS HEALTHCARE OF MONTANA, LLC
NCS HEALTHCARE OF NEW MEXICO, LLC
NCS HEALTHCARE OF OHIO, LLC
NCS HEALTHCARE OF SOUTH CAROLINA, LLC
NCS HEALTHCARE OF TENNESSEE, LLC
NCS HEALTHCARE OF WISCONSIN, LLC
NEIGHBORCARE OF INDIANA, LLC
NEIGHBORCARE OF NEW HAMPSHIRE, L.L.C.
NEIGHBORCARE OF VIRGINIA, LLC
NEIGHBORCARE PHARMACIES, LLC
NEIGHBORCARE PHARMACY OF VIRGINIA, LLC
NEIGHBORCARE PHARMACY SERVICES, LLC
NIV ACQUISITION, LLC
NORTH SHORE PHARMACY SERVICES LLC
OCR SERVICES, LLC
OMNICARE INDIANA PARTNERSHIP HOLDING COMPANY LLC
OMNICARE OF NEVADA, LLC
OMNICARE OF NEW YORK, LLC
OMNICARE PHARMACIES OF PENNSYLVANIA WEST LLC
OMNICARE PHARMACIES OF THE GREAT PLAINS HOLDING COMPANY, LLC
OMNICARE PHARMACY AND SUPPLY SERVICES LLC
OMNICARE PHARMACY OF FLORIDA, LLC
OMNICARE PHARMACY OF NEBRASKA, LLC

OMNICARE PHARMACY OF NORTH CAROLINA, LLC
OMNICARE PHARMACY OF PUEBLO, LLC
OMNICARE PHARMACY OF TENNESSEE, LLC
OMNICARE PHARMACY OF TEXAS 1, LP
OMNICARE PHARMACY OF TEXAS 2, LP
OMNICARE PHARMACY OF THE MIDWEST, LLC
OMNICARE PROPERTY MANAGEMENT, LLC
OMNICARE RESOURCES, LLC
PHARMACY ASSOCIATES OF GLENS FALLS, LLC
PHARMACY CONSULTANTS, LLC
PHARMACY HOLDING #1, LLC
PHARMACY HOLDING #2, LLC
PHARMED HOLDINGS, LLC
PP ACQUISITION COMPANY, LLC
PRN PHARMACEUTICAL SERVICES, LP
ROESCHEN'S HEALTHCARE LLC
SHORE PHARMACEUTICAL PROVIDERS, LLC
SPECIALIZED PHARMACY SERVICES, LLC
STERLING HEALTHCARE SERVICES, LLC
SUBURBAN MEDICAL SERVICES, LLC
SUPERIOR CARE PHARMACY, LLC
TCPI ACQUISITION, LLC
THREE FORKS APOTHECARY, LLC
UC ACQUISITION, LLC
UNI-CARE HEALTH SERVICES OF MAINE, LLC
VALUE HEALTH CARE SERVICES LLC
VAPS ACQUISITION COMPANY, LLC
WEBER MEDICAL SYSTEMS LLC
WESTHAVEN SERVICES CO., LLC
WILLIAMSON DRUG COMPANY, LLC
ZS ACQUISITION COMPANY, LLC

Signed by:
Each by: _____
9A5590443BEC47B...
Name: David Azzolina
Title: President

LENDER:

JMB CAPITAL PARTNERS LENDING, LLC

By: _____
Name: Vikas Tandon
Title: Chief Investment Officer