

## **SETTLEMENT AGREEMENT**

### **I. Parties**

This Settlement Agreement (“Agreement”) is entered into between the State of Michigan and Omnicare, Inc. (“Omnicare”), acting through their authorized representatives (hereafter referred to as “the Parties”).

### **II. Preamble**

As a preamble to this Agreement, the Parties agree to the following:

A. Omnicare is a corporation that owns and operates various entities that are or were participating providers of pharmacy services in the Medicaid Program (“Medicaid”) of the State of Michigan, pursuant to Medicaid Provider Agreements entered into with the State of Michigan. Omnicare is currently the largest provider of pharmacy services to long-term care facilities in the United States, operating in 45 states and the District of Columbia.

B. Relator Bernard Lisitza is an individual resident of the State of Illinois. On September 26, 2001, Relator filed a *qui tam* action in the United States District Court for Northern District of Illinois captioned *United States et al. ex rel. Bernard Lisitza, v. Omnicare, Inc.*, No. 01 C 7433 (hereinafter “the Civil Action”). During a portion of the relevant time period, Relator worked for an Omnicare-owned facility in Illinois.

C. Relator David Kammerer is an individual resident of the state of Ohio. Relator Kammerer has a *qui tam* case pending under seal in the Northern District of Illinois captioned *United States ex rel David Kammerer v Omnicare, Inc.*, No. 04 C 2074. During a portion of the time period, Kammerer was an employee of Omnicare.

D. The State of Michigan contends that Omnicare submitted or caused to be submitted claims for payment to the State of Michigan's Medicaid Program ("Medicaid"), 42 U.S.C. §§ 1396-1396v.

E The State of Michigan contends that it has certain civil claims, as specified in subparagraphs i., ii., and iii below, against Omnicare for engaging in the following conduct (hereinafter referred to as the "Covered Conduct"):

i. From April 1, 2000 through December 31, 2005, Omnicare improperly switched its Medicaid patients who were prescribed ranitidine (generic Zantac) 150 mg or 300 mg tablets to the capsule form of the drug. This switch occurred because of Federal Upper Limits ("FULs") that had been placed on the tablet form of Ranitidine by the Centers for Medicare and Medicaid Services ("CMS"). As a result of engaging in this switching behavior, Omnicare received reimbursement amounts from Medicaid that were higher than it was entitled to receive.

ii. From January 1, 2002 through December 31, 2005, Omnicare improperly switched its Medicaid patients who were prescribed fluoxetine (generic Prozac) 10 mg or 20 mg capsules to the tablet form of the drug. As a result of engaging in this switching behavior, Omnicare received reimbursement amounts from Medicaid that were higher than it was entitled to receive.

iii. From April 1, 2001 through December 31, 2005, Omnicare improperly switched its Medicaid patients who were prescribed buspirone (generic Buspar) 15 mg dosage strength to two 7.5 mg dosages. As a result of engaging in this switching behavior, Omnicare received reimbursement amounts from Medicaid that were higher than it was entitled to receive.

F Omnicare has entered into or will be entering into a separate settlement agreement (hereinafter referred to as the "Federal Settlement Agreement and Release") with The United States

Department of Justice (hereinafter referred to as the “United States”) which will be receiving settlement funds from Omnicare pursuant to Paragraph 1(a) below for the Covered Conduct described in Paragraph E above.

G. This Agreement is not an admission of liability by Omnicare, nor is it evidence of any valid claim. Omnicare denies the State of Michigan’s contentions. The Parties agree that no provision of this Agreement nor any consideration exchanged pursuant to this Agreement constitutes an admission by Omnicare that it engaged in, or violated any law in connection with, the Covered Conduct described above or otherwise.

H. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

I. This Preamble is an integral part of this Agreement and is binding on the Parties in the same way as the remainder of this Agreement.

### **III. Terms and Conditions**

1 Omnicare agrees to pay to the United States and the states which will be receiving settlement funds pursuant to this paragraph (“the Participating States”), collectively a total of \$49.5 million (the “Settlement Amount”). The Settlement Amount is to be paid to the United States and the Participating States, as follows:

a. Omnicare and the United States agree that the sum of \$29,641,217.36 represents the Federal Share (the “Federal Settlement Amount”). Omnicare agrees to pay the Federal Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the U.S. Attorney’s Office for the Northern District of Illinois. Omnicare agrees to

make this electronic funds transfer no later than 10 business days from the Effective Date of the Federal Settlement Agreement and Release.

b. Omnicare and the Participating States agree that the sum of \$19,858,782.63 represents the Participating States' share (the "State Settlement Amount") under terms and conditions agreed upon by Omnicare and the Participating States (the "State Settlement Agreements"). Upon execution of the State Settlement Agreements by the Participating States, or at any earlier date as otherwise agreed in writing between Omnicare and the Negotiating Team of the National Association of Medicaid Fraud Control Units, ("NAMFCU"), Omnicare shall transfer the State Settlement Amount to an account designated by NAMFCU for distribution to the Participating States.

c. The total portion of the Settlement Amount paid by Omnicare in settlement for the Covered Conduct to the State of Michigan is \$2,780,536.72, consisting of a portion paid to the State of Michigan under this agreement and another portion paid to the federal government as part of the Federal Settlement Agreement and Release. The individual portion of the State Settlement Amount allocable to the State of Michigan under this agreement is the sum of \$1,202,944.72.

d. Contingent upon the Participating States receiving the State Settlement Amount from Omnicare and as soon as feasible after receipt, the Participating States agree to pay \$1,164,327.83 to Relator Lisitza by electronic funds transfer pursuant to instructions provided by Counsel for the Relator, Michael I. Behn of Behn & Wyetzner, Chartered, ("Counsel for Relator Lisitza"), and to pay \$143,226.61 to Relator Kammerer by electronic funds transfer pursuant to instructions provided by Shelley Slade of Vogel & Slade, LLP, ("Counsel for Relator Kammerer").

2. Subject to the exceptions in Paragraph 3 below, in consideration of the obligations of Omnicare in this Agreement, conditioned upon Omnicare's full payment of the Federal and State Settlement Amounts, the State of Michigan on behalf of itself, its officers, agents, agencies, and departments, agrees to release Omnicare, its subsidiaries, divisions, affiliates (including any entity in which Omnicare has at least a 50% ownership interest) as set forth in Attachment A from any civil or administrative monetary claim the State of Michigan has or may have for any claim submitted or caused to be submitted to the State Medicaid Program for the Covered Conduct

3. Notwithstanding any term of this Agreement, the State of Michigan specifically does not release any person or entity from any of the following claims or liabilities: a. any civil, criminal, or administrative liability arising under State of Michigan revenue codes; b. any criminal liability; c. any civil or administrative liability that Omnicare has or may have under any state statute, regulation, or rule not covered by this release; d. any liability to the State of Michigan (or its agencies) for any conduct other than the Covered Conduct; e. any liability based upon such obligations as are created by this Agreement; f. except as explicitly stated in this agreement, any administrative liability, including mandatory exclusion from the State of Michigan's Medicaid Program; g. except as explicitly stated in this agreement, any liability resulting from disciplinary action relating to licensure; h. any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services; i. any claims for personal injury or property damage or for other consequential damages arising from the Covered Conduct; j. any liability for failure to deliver goods or services due; k. any liability of individuals, including officers and employees.

4. In consideration of the obligations of Omnicare in this Agreement and the Corporate Integrity Agreement (“CIA”) entered into between the Office of the Inspector General of the United States Department of Health and Human Services (“OIG-HHS”) and Omnicare, conditioned upon Omnicare’s full payment of the Federal and State Settlement Amounts, the State of Michigan agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the State of Michigan’s Medicaid Program, except as reserved in Paragraph 3, for the Covered Conduct. Nothing in this Agreement precludes the State of Michigan from taking action against Omnicare in the event that Omnicare is excluded by the federal government, or for conduct and practices other than the Covered Conduct. The State of Michigan does not have the authority to release Omnicare from any claims or actions which may be asserted by private payers or insurers, including those that are paid by a state’s Medicaid Program on a capitated basis.

5. Omnicare waives and shall not assert any defenses Omnicare may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Omnicare is specifically not waiving any other defenses it may have. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the State of Michigan concerning the characterization of the Settlement Amount for purposes of state revenue laws.

6. Omnicare fully and finally releases the State of Michigan, its agencies, employees, servants, and agents from any claims (including attorney’s fees, costs, and expenses of every kind and however denominated) that Omnicare has asserted, could have asserted, or may assert in the

future against the State of Michigan, its agencies, employees, servants, and agents, related to the Covered Conduct and the State of Michigan's investigation and prosecution thereof.

7. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the State of Michigan's Medicaid Program or other state payer related to the Covered Conduct; and Omnicare shall not resubmit to the State of Michigan's Medicaid Program, or any state payer any previously denied claims related to the Covered Conduct, and shall not appeal any such denials of claims

8. Omnicare agrees to the following:

a. Unallowable Costs Defined: if applicable, that all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg and 1396-1396v; and the regulations and official program directives promulgated there under) incurred by or on behalf of Omnicare, its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be "unallowable costs" to the State of Michigan's Medicaid Program:

(1) the matters covered by this Agreement;

(2) the State of Michigan's audit(s) and civil and/or criminal investigation(s) of the matters covered by this Agreement;

(3) Omnicare's investigation, defense, and corrective actions undertaken in response to the State of Michigan's audit(s) and civil and/or any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

(4) the negotiation and performance of this Agreement;

(5) the payment Omnicare makes to the State of Michigan pursuant to this Agreement and any payments that Omnicare may make to Relator, including costs and attorneys fees; and

(6) the negotiation of, and obligations undertaken pursuant to the CIA to:

(i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and

(ii) prepare and submit reports to the OIG-HHS.

However, nothing in this Paragraph 8 a (6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Omnicare. (All costs described or set forth in this Paragraph 8.a. are hereafter “unallowable costs.”)

b. Future Treatment of Unallowable Costs: If applicable, these unallowable costs shall be separately determined and accounted for by Omnicare, and Omnicare shall not charge such unallowable costs directly or indirectly to the State of Michigan’s Medicaid Program, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or payment request submitted by Omnicare or any of its subsidiaries or affiliates to the State of Michigan’s Medicaid Program.

c. Treatment of Unallowable Costs Previously Submitted for Payment: If applicable, Omnicare further agrees that within 90 days of the Effective Date of this Agreement it shall identify to the State of Michigan’s Medicaid Program any unallowable costs (as defined in this Paragraph) included in payments previously sought from the State of Michigan, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment



requests already submitted by Omnicare or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Omnicare agrees that the State of Michigan, at a minimum, shall be entitled to recoup from Omnicare any overpayment plus applicable interest and penalties as a result of the inclusion of such unallowable costs on previously-submitted cost reports, information reports, cost statements, or requests for payment

If applicable, any payments due after the adjustments have been made, shall be paid to the State of Michigan pursuant to the direction of the affected agencies. The State of Michigan reserves its rights to disagree with any calculations submitted by Omnicare or any of its subsidiaries or affiliates on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Omnicare or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d Nothing in this Agreement shall constitute a waiver of the rights of the State of Michigan to audit, examine, or re-examine Omnicare's books and records to determine that no unallowable costs have been claimed in accordance with the provisions of this Paragraph.

9. Omnicare agrees to cooperate fully and truthfully with the State of Michigan's investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Omnicare shall encourage, and agrees not to impair the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals.

10. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 11, below.

11. Omnicare waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payers based upon the claims defined as Covered Conduct.

12. Omnicare warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States and the Participating States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Omnicare, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity that Omnicare was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

13. In addition to all other payments and responsibilities under this agreement, Omnicare agrees to pay all reasonable travel costs and expenses for the NAMFCU Team. Omnicare will pay this amount by separate check or wire transfer made payable to the National Association of Medicaid

Fraud Control Units after the Participating States execute this agreement or as otherwise agreed by the parties

14. Omnicare represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

15. This Agreement is governed by the laws of the State of Michigan. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

16. The individuals signing this Agreement on behalf of Omnicare represent and warrant that they are authorized by Omnicare to execute this Agreement, both on behalf of Omnicare and on behalf of the various entities that Omnicare owns and/or operates that are or were participating providers of pharmacy services in the Medicaid Program of the State of Michigan, pursuant to Medicaid Provider Agreements entered into with the State of Michigan. The individuals signing this Agreement on behalf of the State of Michigan represent and warrant that they are signing this Agreement in their official capacities and are authorized by the State of Michigan to execute this Agreement.

17. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.


18. This Agreement is binding on Omnicare's successors, transferees, heirs, and assigns.

19. All Parties consent to the disclosure of this Agreement, and information about this Agreement, to the public

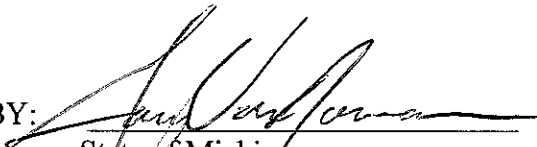
20. This Agreement is effective on the date of signature of the last signatory to the Agreement (“Effective Date”). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE STATE OF MICHIGAN

DATED: 10/18/2006

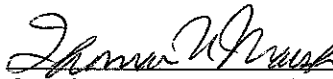
BY:   
State of Michigan  
Office of the Attorney General  
Medicaid Fraud Control Unit

DATED: 10/13/06


BY:   
State of Michigan  
Medicaid Program

Omnicare, Inc.

DATED: 11/6/06

BY:   
Omnicare Representative

DATED: 11/13/06

BY:   
SANFORD TEPLITZKY  
Counsel for Omnicare  
Ober Kaler Grimes & Shriver  
120 East Baltimore Street  
Baltimore, MD 21202-1643  
410-347-7364

Attachment A -- Omnicare Entities

ST	Legal Entity	Units	Address	City	ZIP
AL	Lobos Acquisition, LLC	SunScript Pharmacy - Huntsville	6767 Old Madison Pike, NW Suite 200	Huntsville	35806
AL	UC Acquisition Corp.	Unicare	842 Peachtree St.	Shirleyville	36066
AR	GP Acquisition Corp.	Central Pharmacy Company of Little Rock	2400 East Kiehl Avenue	Sherwood	72120
AZ	ExcellerX, Inc.	ExcellerX - Tempe (call center)	51 W. Third St., Suite 501	Tempe	85281
AZ	LCPS Acquisition, LLC	Omnicare - Phoenix	3902 E. University Dr., Suite D-1	Phoenix	85034
AZ	LCPS Acquisition, LLC	Southern Desert Pharmacy - Prescott LTC	123 E. Merritt Avenue, Suite 100	Prescott	86301
AZ	LCPS Acquisition, LLC	Southern Desert Pharmacy - Prescott Retail	123 E. Merritt Avenue, Suite 200	Prescott	86301
AZ	LCPS Acquisition, LLC	Village Southern Desert Pharmacy	10800 N. 115th Avenue, Suite #4-20	Youngtown	85363
AZ	Lobos Acquisition of Arizona, Inc.	Danny's LTC Pharmacy	5395 E. Erickson Dr., Suite 101	Tucson	85712
AZ	Lobos Acquisition of Arizona, Inc.	Danny's Retail Pharmacy	5395 E. Erickson Dr., Suite 101	Tucson	85712
CA	Accu-Med Services, LLC	Accu-Med Services Western Division	25341 Commerce Centre Dr., Suite 100	Lake Forest	92630
CA	Evergreen Pharmaceutical of California, Inc.	Broadway LTC Pharmacy	4545 Harlin Dr.	Sacramento	95828
CA	Evergreen Pharmaceutical of California, Inc.	Broadway LTC Pharmacy	3330 Broadway	Sacramento	95817
CA	Evergreen Pharmaceutical of California, Inc.	Creekside Managed Care Pharmacy	879 Second Street	Santa Rosa	95404
CA	Evergreen Pharmaceutical of California, Inc.	Evergreen Pharmaceutical of California, Inc. - Van Nuys	14735 Callia Street	Van Nuys	91411
CA	Evergreen Pharmaceutical of California, Inc.	Independent Health Care Services	1125 Research Drive, Suite #B	Redlands	92374
CA	Evergreen Pharmaceutical of California, Inc.	NCS Healthcare of Bakersfield	4300 Sline Rd., Suite 700	Bakersfield	93313
CA	Evergreen Pharmaceutical of California, Inc.	Neighborhood - Chatsworth	9605 Canoga Ave.	Chatsworth	91311
CA	Evergreen Pharmaceutical of California, Inc.	Neighborhood - Chatsworth Med B	9605 Canoga Ave.	Chatsworth	91311
CA	Evergreen Pharmaceutical of California, Inc.	Neighborhood - Lodi	927 Industrial Way	Lodi	95240
CA	Evergreen Pharmaceutical of California, Inc.	Neighborhood - San Bernardino	720 East Carnegie Drive Suite 150	San Bernardino	92408
CA	Evergreen Pharmaceutical of California, Inc.	Neighborhood - San Diego	5825 Oberline Drive, Suite 300	San Diego	92121
CA	Evergreen Pharmaceutical of California, Inc.	Neighborhood - Van Nuys	6643 Valjean Ave	Van Nuys	91406
CA	Evergreen Pharmaceutical of California, Inc.	Owens Pharmacy #2 - Redding	5200 Churn Creek Rd., Suite A	Redding	96002
CA	Evergreen Pharmaceutical of California, Inc.	Owens Pharmacy #6 - Chico	3760 Morrow Lane, Suite B	Chico	95928
CA	Evergreen Pharmaceutical of California, Inc.	Pharmacy Support Services - Cerritos	13825 A & A2 Cerritos Corporate Drive	Cerritos	90703-2471
CA	Evergreen Pharmaceutical of California, Inc.	Pharmacy Support Services - Hayward	2150 W. Winton Ave.	Hayward	94545
CA	Evergreen Pharmaceutical of California, Inc.	Resource Pharmaceutical Services - San Diego	4805 Murphy Canyon Road	San Diego	92123
CA	Evergreen Pharmaceutical of California, Inc.	Valley Pharmaceutical Services	602 Scenic Dr.	Modesto	95350
CA	Evergreen Pharmaceutical of California, Inc.	Valley Western Pharmacy Services	20906 Higgins Court	Torrance	90501
CO	NeighborCare - TCI, LLC	Neighborhood - Golden	15000 W. 6th Ave., Suite 300	Golden	80401
CO	Omnicare Pharmacy of Pueblo, LLC	American Pharmaceutical Services - Pueblo	2329 N. Grand Avenue	Pueblo	81003
CT	ASCO Healthcare, Inc.	Neighborhood - Windsor HME	758 Rainbow Rd., Suite A	Windsor	06095
CT	Badger Acquisition of Ohio, LLC	Omnicare Health Network (Conn.)	939 Bank Street	New London	06320
CT	MOSI Acquisition Corp.	Medical Outpatient Services	525 Knottier Dr., Cheshire Industrial Park	Cheshire	06410
CT	Value Health Care Services, Inc.	Value Health Care Services	525 Knottier Dr., Cheshire Industrial Park	Cheshire	06410
FL	Badger Acquisition of Tampa, LLC	Bay Pharmacy	10040 18th Street North, Suite 6	St. Petersburg	33716-4215
FL	CompScript - Boca, LLC	CompScript - Boca	1225 Broken Sound Pkwy NW Suite A	Boca Raton	33487
FL	Heartland Healthcare Services	Sun Pharmacy - Sunrise	1161 Sawgrass Corporate Pkwy.	Sunrise	33323
FL	Omnicare Pharmacy of Florida, LP	American Pharmaceutical Services - Longwood	975 Florida Central Parkway, Suite 1800	Longwood	32750
FL	Omnicare Pharmacy of Florida, LP	American Pharmaceutical Services - Panama City	2601 W. 23rd Street	Panama City	32405
FL	Omnicare Pharmacy of Florida, LP	American Pharmaceutical Services - Tallahassee (closing 7/31/06)	4801 Woodlane Circle Suite 105	Tallahassee	32302
FL	Omnicare Pharmacy of Florida, LP	Medistat Pharmacy Services - Sunrise (moving June 10)	955 Shotgun Rd.	Sunrise	33326
FL	Omnicare Pharmacy of Florida, LP	Medistat Pharmacy Services - Tampa	9308 Florida Palm Dr.	Tampa	33618
FL	Omnicare Pharmacy of Florida, LP	SunScript Pharmacy - Jacksonville	9143 Philips Hwy. #533	Jacksonville	32256
FL	Omnicare Pharmacy of Florida, LP	SunScript Pharmacy - Pensacola	9215 N. Davis Hwy.	Pensacola	32514
FL	Omnicare Pharmacy of Florida, LP	Sun Pharmacy - Largo	11201 Concept Blvd. - Suite A	Largo	33773

ST	Legal Entity	Units	Address	City	ZIP
GA	CIP Acquisition Corp.	Carter's Institutional Pharmacy	200 Governor Treutlen Rd., Suite 20	Pooler	31322
GA	Medical Arts Health Care, Inc.	Medical Arts Health Care	594 Sigman Rd., Suite 200	Conyers	30013
IA	Enioe Drugs, LLC	Omnicare of the Quad Cities	2660 East 53rd St., Suite 1	Davenport	52807
IA	Enioe Drugs, LLC	Pharmacy Care Associates	5801 16th Ave., SW	Cedar Rapids	52404
IA	NCS Healthcare of Iowa, Inc.	NCS Healthcare of Urbandale	4131 109th Street	Urbandale	50322
ID	Lobos Acquisition, LLC	Superior Care Pharmacy of Idaho	320 E. Corporate Drive, #320	Mendian	83642
ID	Lobos Acquisition, LLC	Treasure Valley Hospital	8800 West Emerald St.	Boise	83704
IL	APS Acquisition, LLC	Omnicare Medical Supply Services (f/n/a APS - Naperville)	1717 Park St., Suite 200	Naperville	60563
IL	Enioe Drugs, LLC	Enioe Drugs - Decatur Div V	1811 South Taylor Rd.	Decatur	62521
IL	Enioe Drugs, LLC	Enioe Drugs - Des Plaines PCI Div V	885 Schneider Dr.	South Elgin	60177
IL	Enioe Drugs, LLC	Enioe Drugs - Peoria Div V	2305 West Altorfer Dr.	Peoria	61615
IL	Enioe Drugs, LLC	Enioe PCI Prescription Center - Decatur	796 N. Sunnyside Rd.	Decatur	62522
IL	Enioe Drugs, LLC	Enioe PCI Prescription Center - Des Plaines	2307 S. Mount Prospect Rd.	Des Plaines	60018
IL	Enioe Drugs, LLC	Enioe PCI Prescription Center - Peoria	2305 West Altorfer Dr.	Peoria	61614
IL	Hearland Pharmacy of Illinois LLC	Hearland Pharmacy of Illinois	940 South Frontage Road, Suite 400	Woodridge	60517
IL	Home Pharmacy Services, Inc.	Home Care Pharmacy Services	1520 Mascoutah Ave.	Belleville	62220
IL	Home Pharmacy Services, Inc.	Home Care Pharmacy Services - Div V	1520 Mascoutah Ave.	Belleville	62220
IL	JHC Acquisition LLC	Omnicare of Northern Illinois	2313 S. Mount Prospect Rd.	Des Plaines	60018
IL	JHC Acquisition LLC	Omnicare of Northern Illinois - Division V	2313 S. Mount Prospect Rd.	Des Plaines	60018
IL	NCS Healthcare of Illinois, Inc.	NCS Healthcare of Herrin Div II	120 Lou Ann Drive	Herrin	62948
IL	NCS Healthcare of Illinois, Inc.	NCS Healthcare of Herrin Div V	120 Lou Ann Drive	Herrin	62948
IL	Ninhan & Martin LLC	Ninhan & Martin - Div V	5389 International Dr.	Rockford	61109
IL	Ninhan & Martin LLC	Ninhan & Martin Pharmacy - LTC	5389 International Dr.	Rockford	61109
IL	Ninhan & Martin LLC	Ninhan & Martin Pharmacy Division I	1600 N. Alpine Rd.	Rockford	61107
IL	NIV Acquisition Corp.	Denman Pharmacy Services	1114 Broadway	Quincy	62301
IL	NIV Acquisition Corp.	Denman Pharmacy Services - Div V	1114 Broadway	Quincy	62301
IL	Weber Medical Systems LLC	Care Tech/Omnicare Intusion Service Div V	2289 S. Mount Prospect Rd.	Des Plaines	60018
IL	Weber Medical Systems LLC	Omnicare Intusion Services/Division II	2289 S. Mount Prospect Rd.	Des Plaines	60018
IN	Care Pharmaceutical Services, LP	Care Pharmaceutical Services	139 S. Broad Street	Griffith	46219
IN	NeighborCare of Indiana, Inc.	NeighborCare - Ft Wayne LTC	3402 Congressional Pkwy.	Fort Wayne	46808
IN	NeighborCare of Indiana, Inc.	NeighborCare - South Bend	3006 S. Michigan St.	South Bend	46614
IN	Omnicare Respiratory Services, LLC	Respiratory Care Resources of America Muncie	2111 West Godman Ave.	Muncie	47303
IN	Pharmacy Services of Indiana, LLC	PRN Pharmaceutical	3402A Congressional Pkwy.	Fort Wayne	46808
IN	PRN Pharmaceutical Services, LP	NCS Healthcare of Wichita	8351 W. Rockville Rd.	Indianapolis	46234
KS	NCS Healthcare of Kansas, Inc.	NCS Healthcare of Wichita	4999 South Lulu Ct.	Wichita	67216
KY	Badger Acquisition of Kentucky, LLC	United Pharmacy Associates - Henderson	1900 US Hwy 41 N #4	Henderson	42420
KY	CSR, Inc.	CSR, Inc.	4400 Ole Brickyard Circle	Louisville	40218
KY	D&R Pharmaceutical Services, Inc.	D&R Pharmicare - Lexington	921 Beasley St., Suite 130	Lexington	40509
KY	D&R Pharmaceutical Services, Inc.	D&R Pharmicare - Louisville	4400 Ole Brickyard Circle	Louisville	40218
KY	D&R Pharmaceutical Services LLC	Gerri-Care Pharmacy			
KY	Home Care Pharmacy LLC	Home Care Pharmacy - Ashland			
KY	NCS Healthcare of Kentucky, Inc.	Vanguard Labs	720 Greenup Ave.	Ashland	41101
KY	RXC Acquisition Company	RxCrossroads	835 North L. Rogers Wells Blvd.	Glasgow	42141
KY	RXC Acquisition Company	RxCrossroads (corporate)	4500 Progress Blvd.	Louisville	40218
KY	Three Forks Apothecary, Inc.	Three Forks Apothecary	10350 Ormsby Park Place, Suite 500	Louisville	40223
LA	Campo's Medical Pharmacy, Inc.	Campo Medical Pharmacy	1071 Broadway St.	Beattyville	41311
LA	Pharmed Holdings, Inc.	Pharmed IV Plus - Alexandria	660 Distributors Row # A & B	Jefferson	70123
LA	Sterling Healthcare Services, Inc.	Sterling Healthcare Services	3108 Jackson Street	Alexandria	71301
LA	Sterling Healthcare Services, Inc.	Sterling Healthcare Services	2535 Bert Kouins Suite 211	Shreveport	71108



ST	Legal Entity	Units	Address	City	ZIP
MA	ASCO Healthcare, Inc.	Neighborhood - Braintree HME	105 Bay State Dr.	Braintree	02194
MA	North Shore Pharmacy Services, Inc.	North Shore Pharmacy Services	360 Audubon Rd.	Wakefield	01880
MA	Value Pharmacy, Inc.	Omnicare of Massachusetts	127 Hartwell Street	West Boylston	01583
MD	ASCO Healthcare, Inc.	Neighborhood - Annapolis Junction (9036 LTC)	9036 Junction Dr.	Junction	20701
MD	ASCO Healthcare, Inc.	Neighborhood - Annapolis Junction (9036 Med B)	9036 Junction Dr.	Junction	20701
MD	ASCO Healthcare, Inc.	Neighborhood - Hebrew Home	6105 Montrose Rd.	Rockville	20852
MD	ASCO Healthcare, Inc.	Neighborhood - Salisbury	119 W. Naylor Mill Rd., Suite 7	Salisbury	21801
MD	Atlantic Medical Group, LLC	Atlantic Medical Group	1838 Greene Tree Rd., Suite 300	Pikesville	21208
MD	Badger Acquisition of Ohio, LLC	Omnicare Health Network (Maryland)	10945 McCormick Road	Hunt Valley	21031
MD	HMIS, Inc.	HMIS LeVindale	2435 W. Belvedere Ave.	Baltimore	21215
MD	HMIS, Inc.	HMIS, Inc.	10945 McCormick Road	Hunt Valley	21031
MD	Main Street Pharmacy, LLC	Neighborhood - Asbury Pharmacy	201 Russell Ave.	Gaithersburg	20877
MD	Main Street Pharmacy, LLC	Neighborhood - Charlestown Pharmacy	711 Maiden Choice Ln.	Baltimore	21228
MD	Main Street Pharmacy, LLC	Neighborhood - Oak Crest Village Pharmacy	8800 Walther Blvd.	Parkville	21234
MD	Main Street Pharmacy, LLC	Neighborhood - Ridenwood Pharmacy	3110 Gracefield Rd.	Silver Spring	20904
MD	Maryland, LLC	Neighborhood - Salisbury HME	400 East Main Street	Salisbury	21801
MD	Maryland, LLC	Neighborhood - Towson HME	8765-87 Mylander Lane	Towson	21286
MD	Maryland, LLC	Neighborhood - Waldorf HME	3460 Leonardtown Rd.	Waldorf	20601
MD	Medical Services Group, Inc.	Neighborhood - Annapolis Junction (9070 Infusion)	9070 Junction Dr.	Junction	20701
MD	Medical Services Group, Inc.	Neighborhood - Mt. Washington Pediatric	1708 West Rogers Ave.	Baltimore	21202
MD	Medical Services Group, Inc.	Neighborhood - University Specialty Hospital	70 East Lee Street	Baltimore	21202
MD	MHPH Acquisition Company, LLC	McClelland Health Systems	85 Interstate Drive	Springfield	01089
MD	PPS-GBMC Joint Venture, LLC	Neighborhood - Fayette Pharmacy	1200 East Fayette St.	Baltimore	21202
MD	PPS-GBMC Joint Venture, LLC	Neighborhood - GBMC Hospital Pharmacy	6565 North Charles St.	Baltimore	21204
MD	PPS-St. Agnes Joint Venture, LLC	Neighborhood - St. Agnes Hospital	900 S. Caton Ave.	Baltimore	21229
MD	Professional Pharmacy Services, Inc.	Neighborhood - 40 West Catonsville	830 North Rolling Rd.	Catonsville	21228
MD	Professional Pharmacy Services, Inc.	Neighborhood - Belair Road Pharmacy	3120 Erdman Ave.	Baltimore	21213
MD	Professional Pharmacy Services, Inc.	Neighborhood - Bon Secours Outpatient	2000 W. Baltimore St.	Baltimore	21223
MD	Professional Pharmacy Services, Inc.	Neighborhood - Chase Pharmacy	1101 North Calvert St.	Baltimore	21202
MD	Professional Pharmacy Services, Inc.	Neighborhood - Dundalk Pharmacy	1527A Merritt Blvd.	Baltimore	21222
MD	Professional Pharmacy Services, Inc.	Neighborhood - Eldersburg Pharmacy	6190 Georgetown Blvd.	Eldersburg	21764
MD	Professional Pharmacy Services, Inc.	Neighborhood - Highlandtown Pharmacy	3505 Eastern Ave.	Baltimore	21224
MD	Professional Pharmacy Services, Inc.	Neighborhood - Howard County General	11085 Little Patuxent Pkwy.	Columbia	21044
MD	Professional Pharmacy Services, Inc.	Neighborhood - Liberty Medical Center	2066 Liberty Heights Ave.	Baltimore	21215
MD	Professional Pharmacy Services, Inc.	Neighborhood - Matilda Koval Pharmacy	2323 Orleans St.	Baltimore	21215
MD	Professional Pharmacy Services, Inc.	Neighborhood - Mercy Medical Center	301 St. Paul Pl.	Baltimore	21202
MD	Professional Pharmacy Services, Inc.	Neighborhood - Naylor Lane Pharmacy	4000 Old Court Road	Pikesville	21208
MD	Professional Pharmacy Services, Inc.	Neighborhood - Owings Mills Pharmacy	23 Crossroads Dr.	Owings Mills	21117
MD	Professional Pharmacy Services, Inc.	Neighborhood - Randallstown Pharmacy	8708 Liberty Plaza mall	Randallstown	21136
MD	Professional Pharmacy Services, Inc.	Neighborhood - Reisterstown Pharmacy	750 Main St., Suite 104E	Reisterstown	21136
MD	Professional Pharmacy Services, Inc.	Neighborhood - Reisterstown/Respicare	750 Main St., Suite 104E	Reisterstown	21136
MD	Professional Pharmacy Services, Inc.	Neighborhood - Sinai Hospital Pharmacy	2411 W. Belvedere Ave.	Baltimore	21215
MD	Professional Pharmacy Services, Inc.	Neighborhood - Southgate Pharmacy	325 Hospital Dr.	Glen Burnie	21061
MD	Professional Pharmacy Services, Inc.	Neighborhood - St. Joseph Medical Center	7505 Osler Dr.	Towson	21204
MD	Professional Pharmacy Services, Inc.	Neighborhood - Towson Pharmacy	515 Fairmount Ave.	Towson	21286
MD	Professional Pharmacy Services, Inc.	Neighborhood - Woodholme Pharmacy	1838 Greentree Rd.	Baltimore	21208
MD	SHC Acquisition Corp., LLC	Synergy Healthcare Services	5710 Executive Dr., Suite 198	Baltimore	21228
ME	Omnicare Pharmacy of Maine, LLC	Omnicare Pharmacy of Maine	99 Enterprise Ave., Suite 3	Gardiner	04345

ST	Legal Entity	Entity	Address	City	ZIP
ME	Pharm-Corp of Maine, LLC	Pharm-Corp of Maine	12 Edison Dr.	Augusta	04330
ME	Pharm-Corp of Maine, LLC	NCS Healthcare of Biddeford	15 Morrill St.	Biddeford	04005
MI	Royal Care of Michigan LLC	Royal Care of Michigan LLC	11701 Belden Court	Livonia	48150
MI	Specialized Pharmacy Services, LLC	ElderCare Home Pharmacy	1823 Seventh Ave. North	Escanaba	49829
MI	Specialized Pharmacy Services, LLC	Medical Arts Pharmacare Services	2244 Franklin Rd.	Bloomfield Hills	48302
MI	Specialized Pharmacy Services, LLC	Specialized Pharmacy Services - Livonia	33510 Schoolcraft rd.	Livonia	48150
MI	TCPI Acquisition Corp.	Specialized Pharmacy Services North - West Branch	522 E. Houghton Ave., Suite 102	West Branch	48661
MN	Badger Acquisition of Minnesota, LLC	Specialized Pharmacy Services West - Grand Rapids	400 Ann St., NW Suite 104	Grand Rapids	49504
MO	Interlock Pharmacy Systems, LLC	Omnicare - Minnesota	5534 Lakeland Ave. North	Minneapolis	55429
MO	Interlock Pharmacy Systems, LLC	Interlock Pharmacy of Columbia	1812 Paris Road, Suite B	Columbia	65201
MO	Interlock Pharmacy Systems, LLC	Interlock Pharmacy Systems - Florissant	345 Dunn Road	Florissant	63031
MO	Interlock Pharmacy Systems, LLC	Medicate LTC Pharmacy	312 E. Karsch Blvd.	Farmington	63640
MO	LPI Acquisition Corp.	Omnicare Pharmacy Systems	1504 South Grand	St. Louis	63104
MO	Managed HealthCare, Inc.	Lipira Pharmacy	4914 Frederick Avenue	St. Joseph	64506
MO	Omnicare Pharmacy of the Midwest, Inc.	Managed HealthCare Pharmacy	1947 West Sunset Suite 200	Springfield	65807
MO	Omnicare Pharmacy of the Midwest, Inc.	Omnicare Pharmacy of the Midwest	453 East 11th Street	Kansas City	64131
MS	CompScript, Inc.	Pharmco Kansas City	1708 NW Obrien Rd., Suite 502	Lees Summit	64081
MT	NCS Healthcare of Montana, Inc.	CompScript - Jackson	100 Business Park Dr., Suite 100D	Ridgeland	39157
NC	NeighborCare - TCI, LLC	NCS Healthcare of Billings	2747 Enterprise Ave., #1	Billings	59102
NC	OCR-RA Acquisition, LLC	NeighborCare - Southern Pines	340 Commerce Ave., Suite 9	Southern Pines	28327
NC	OCR-RA Acquisition, LLC	Omnicare of Carolina - Greensboro	235-B Burgess Rd.	Greensboro	27409
NC	Omnicare Pharmacy of North Carolina, LLC	Omnicare of Carolina - Wilson	4901 Caswell Place, Suite D	Wilson	27895
NE	Omnicare Pharmacy of Nebraska, LLC	American Pharmaceutical Services - Hickory	1257 25th Street Place SE	Hickory	28602
NH	ASCO Healthcare, Inc.	Omnicare of Nebraska	10004 South 152nd Street	Omaha	68138
NH	NCS Healthcare of New Hampshire, Inc.	NeighborCare - Pembroke HME	331 Commerce Way #1	Pembroke	03275
NH	NeighborCare of New Hampshire LLC	Uni-Care Health Services	23 S. Perimeter Rd.	Londonderry	03053
NJ	Bach's Pharmacy (East) LLC	NeighborCare - Pembroke	331 Commerce Way #1	Pembroke	03275
NJ	Care4, LP	Bach's Pharmacy East	210 W. Parkway, Unit 2	Pompton Plains	07444
NJ	CHP Acquisition Corp.	NeighborCare - Edison	81 Glendale Ave.	Edison	08817
NJ	Main Street Pharmacy, LLC	Cherry Hill Pharmacy, LLC	1951 Old Cuthbert Rd., Suite 306	Cherry Hill	08034
NJ	Main Street Pharmacy, LLC	NeighborCare - Cedar Crest	1 Cedar Crest Village	Pompton Plains	07444
NJ	NeighborCare - TCI, LLC	NeighborCare - Seabrook Village	3002 Essex Rd.	Tinton Falls	07753
NJ	NeighborCare - TCI, LLC	NeighborCare - Moorestown HME	40 Twosome Dr., #1	Moorestown	08057
NJ	NeighborCare - TCI, LLC	NeighborCare - Whippany	121 Algonquin Pkwy.	Whippany	07981
NJ	NeighborCare - TCI, LLC	NJSC - Ancora	202 Spring Garden Rd.	Hammonton	08037
NJ	NeighborCare - TCI, LLC	NJSC - Greystone	99 Central Ave., Box A	Greystone Park	07950
NJ	NeighborCare - TCI, LLC	NJSC - Hagerdon	200 Sanitorium Road	Glen Gardner	08826
NJ	NeighborCare - TCI, LLC	NJSC - Hunterdon	40 Pittstown Rd., Box 4003	Clinton	08809
NJ	NeighborCare - TCI, LLC	NJSC - Menlo Park	132 Evergreen Rd.	Edison	08837
NJ	NeighborCare - TCI, LLC	NJSC - New Jersey	169 Minnisink Road	Totowa	07512
NJ	NeighborCare - TCI, LLC	NJSC - New Lisbon	Routes 70 and 72	New Lisbon	08084
NJ	NeighborCare - TCI, LLC	NJSC - Paramus Veterans	1 Veterans Drive	Paramus	07652
NJ	NeighborCare - TCI, LLC	NJSC - Trenton	PO Box 7500, Sullivan Way	West Trenton	08625
NJ	NeighborCare - TCI, LLC	NJSC - Vineland East	1676 E. Landis Ave.	Vineland	08360
NJ	NeighborCare - TCI, LLC	NJSC - Vineland Veterans	524 Northwest Blvd.	Vineland	08360
NJ	NeighborCare - TCI, LLC	NJSC - Vineland West	860 Orchard Rd.	Vineland	08360
NJ	NeighborCare - TCI, LLC	NJSC - Woodbine	1175 DeHirsch Avenue	Woodbine	08270
NJ	NeighborCare - TCI, LLC	NJSC - Woodbridge	PO Box 189, Rahway Ave.	Woodbridge	07095

ST	Legal Entity	Units	Address	City	ZIP
NJ	NeighborCare Home Medical Equipment, Inc.	Neighborcare - Edison HME	61 Glendale Ave.	Edison	09817
NJ	NeighborCare Pharmacy Services, Inc.	Neighborcare - Ocean	42 Cindy Lane	Ocean	07712
NM	NCS Healthcare of New Mexico, Inc.	NCS Healthcare of Albuquerque	9019 Washington Street NE, Suite B1	Albuquerque	87113
NV	Arlington Acquisition I, Inc.	Arlington Clinical Home Medical Equipment	6530 S. McCarran Blvd.	Reno	89509
NV	Arlington Acquisition I, Inc.	Arlington Clinical Infusions - Elko	350 West Silver Street #300	Elko	89801
NV	Arlington Acquisition I, Inc.	Arlington Clinical Pharmacy #2	6630 S. McCarran Blvd., B-14	Reno	89509
NV	Arlington Acquisition I, Inc.	Arlington Clinical Infusions - Reno	6630 S. McCarran Blvd., A-1	Reno	89509
NV	Omnicare of Nevada, LLC	Resource Pharmacy - Henderson	5 Gactus Garden Drive, Bldg B	Henderson	89014
NV	Omnicare of Nevada, LLC	Resource Pharmacy - Reno	6630 S. McCarran Blvd., A-10	Reno	89509
NY	AMC - New York, Inc.	Royal Care EFS Healthcare	100 Red Schoolhouse Rd., Suite C4	Chestnut Ridge	10977
NY	BPNY Acquisition Corp.	Omnicare Pharmacy of Western NY	2410 North America Drive	West Seneca	14224
NY	Med World Acquisition Corp.	Med World Pharmacy	80 Red Schoolhouse Rd., Suite 226	Chestnut ridge	10977
NY	NCS Healthcare of New York, Inc.	NCS Healthcare of New Hartford	8378 Seneca Turnpike	New Hartford	13413
NY	NCS Healthcare of New York, Inc.	NCS Healthcare of Rochester	50 Carlson Rd.	Rochester	14610
NY	NCS Healthcare of New York, Inc.	NCS Healthcare of Syracuse - St. Camillus	813 Fay Rd.	Syracuse	13219
NY	NeighborCare - TGI, LLC	Neighborcare - Clinton	110 Ullica Rd.	Clinton	13323
NY	NeighborCare - TGI, LLC	Omnicare of Syracuse (fma Neighborcare - North Syracuse)	342 Northern Lights Dr.	North Syracuse	13212
NY	Omnicare Clinical Research, LLC	Omnicare Clinical Research (NY)	Rd	Troy	12180
NY	Pharmacon Corp.	Pharmacon Corporation	17 Longview Dr.	Eastchester	10709
NY	Pharmacy Associates of Glens Falls, Inc.	Royal Care Pharmacy Services	100 Saratoga Village Blvd., Suites 18-19	Malta	12020
NY	Shore Pharmaceutical Providers, Inc.	Elka Managed Pharmacy Services	73 County Highway 108	Middletown	10940
NY	Shore Pharmaceutical Providers, Inc.	Shore Pharmaceutical Providers	55 W. Ames Ct., Suite 200	Plainview	11803
NY	Vital Care Infusion Supply, Inc.	Vital Care Infusions	110 Bl-County Blvd., Suite 101	Farmingdale	11735
OH	Accu-Med Services, LLC	Accu-Med Services	300Ttechncenter, Suite A	Milford	45150
OH	Badger Acquisition of Ohio, LLC	Beeber Pharmacies	600 Union Blvd.	Englewood	45322
OH	Badger Acquisition of Ohio, LLC	Omnicare Health Network (Columbus)	4936 Blazer Parkway	Dublin	43017
OH	Badger Acquisition of Ohio, LLC	Omnicare Health Network (Springfield)	4230 east National Rd.	Springfield	45505
OH	Heartland Healthcare Services	Heartland Healthcare Svs (Toledo)	4755 South Avenue	Toledo	43615
OH	Heartland Healthcare Services	Heartland Repack Services - Repack/Manufacturer	4755 South Avenue	Toledo	43615
OH	Heartland Repack Services, LLC	Heartland Repack Services - Repacking	4755 South Avenue	Toledo	43615
OH	Heartland Repack Services, LLC	Heartland Repack Services - Wholesale/Distributor	302 S. Byrne Rd., Building 200	Toledo	43615
OH	Heartland Repack Services, LLC	Heartland Repack Services	1602 Holland Dr.	Maumee	43537
OH	Home Care Pharmacy LLC	Home Care Pharmacy - Cincinnati	5549 Spellmire Dr.	Cincinnati	45246
OH	Hytree Pharmacy, Inc.	Hytech Homecare	8909 East Avenue	Mentor	44060
OH	Hytree Pharmacy, Inc.	Hytech Pharmacy	9500 Mentor Avenue, Suite 110	Mentor	44060
OH	Konsult, Inc.	Konsult, Inc.	300 TechneCenter Drive, Suite B	Milford	45150
OH	Lo-Med Prescription Services, Inc.	Omnicare Pharmacy of Wadsworth	1360 Reimer Rd.	Wadsworth	44281
OH	NCS Healthcare of Ohio, Inc.	NCS Healthcare of Dover	219 W. 12th St.	Dover	44622
OH	NCS Healthcare of Ohio, Inc.	NCS Healthcare of Eastlake	34300 Lakeland Blvd.	Eastlake	44085
OH	NCS Healthcare of Ohio, Inc.	NCS Healthcare of Hilliard	4700 Northwest Pkwy.	Hilliard	43026
OH	Omnicare Respiratory Services, LLC	Respiratory Care Resources	4824 Socialville Foster Rd., Suite 100	Mason	45040
OH	Omnicare Respiratory Services, LLC	Respiratory Care Resources of America Middleburg	7562 Pearl Rd.	Heights	44130
OH	Omnicare, Inc.	Omnicare Central Division Office	9482 Meridian Way	Cincinnati	45089
OH	PBM Plus Mail Service Pharmacy, LLC	PBM Plus Mail Service Pharmacy	300 Technecenter Dr., Suite C	Milford	45450
OH	PBM Plus, Inc.	PBM Plus, Inc.	300 Technecenter Dr., Suite B	Milford	45450
OH	Pharmasource Healthcare, Inc.	Pharmasource	4936 Blazer Parkway	Dublin	43017
OH	Westhaven Services LLC	Omnicare Pharmacy of Northwest Ohio	7643 Ponderosa Road	Perrysburg	43552-1030
OH	ZS Acquisition Company, LLC	Zellmed Solutions	3509 Embassy Parkway	Akron	44333

ST	Legal Entity	Units	Address	City	ZIP
OK	Langsam Health Services LLC	Sequoia Health Services - Oklahoma City	4500 North Cooper	Oklahoma City	73118
OK	Langsam Health Services LLC	Sequoia Health Services - Oklahoma City LTC	4141 Highline Blvd., Suite 100	Oklahoma City	73108
OK	Langsam Health Services LLC	Sequoia Health Services - Tulsa	3460 South 103rd East Ave.	Tulsa	74146
OK	NCS Healthcare of Oklahoma, Inc.	NCS Healthcare of Del City	317 Scott Street	Del City	73115
OR	Evergreen Pharmaceutical, Inc.	Evergreen Pharmaceutical Inc. - Medford	259 E. Barnett Rd #L	Medford	97504
OR	Evergreen Pharmaceutical, Inc.	Evergreen Pharmaceutical Inc. - Portland	11933 NE Glenn Widling Drive	Portland	97238
OR	NCS Healthcare of Oregon, Inc.	NCS Healthcare of Salem	3104 Turner Rd., SE	Salem	97302
OR	NCS Healthcare of Oregon, Inc.	Preferred Pharmaceutical Services	2650 North Marine Dr.	Portland	97217
PA	ASCO Healthcare, Inc.	Neighborcare - King of Prussia IV	600 Allendale Rd.	King of Prussia	19406
PA	ASCO Healthcare, Inc.	Neighborcare - Crozer Medical Center	600 Allendale Rd.	King of Prussia	19406
PA	Delco Apothecary, Inc.	Neighborcare - Delco Apothecary	1 Medical Center Blvd.	Upland	19013
PA	ExcilleRX, Inc.	Excelle Wholesale	501 North Lansdowne Ave.	Drexel Hill	19026
PA	ExcilleRX, Inc.	ExcelleRX - Cherry St. (corporate and call center)	506 Elmwood Ave.	Sharon Hill	19079
PA	ExcilleRX, Inc.	ExcelleRX - PA dba Hospice Pharmacia	1601 Cherry St., 3 Parkway - Suite 1700	Philadelphia	19102
PA	Lobos Acquisition of Pennsylvania, Inc.	Advantage Health Services	512 Elmwood Ave.	Sharon Hill	19079
PA	Main Street Pharmacy, LLC	Neighborcare - Shannondell	159 Gibraltar Rd.	Horsham	19044
PA	Omnicare Clinical Research, LLC	Omnicare Clinical Research (PA)	1000 Shannondell Dr.	Audubon	19403
PA	Omnicare Pennsylvania Med Supply, LLC	Omnicare of PA Medical Supply - Allentown	630 Allendale Rd.	King of Prussia	19406
PA	Omnicare Pennsylvania Med Supply, LLC	Omnicare of PA Medical Supply - Greensburg	719 Roble Rd., Suite 2	Allentown	18109
PA	Omnicare Pennsylvania Med Supply, LLC	Omnicare of PA Medical Supply - Pitsburgh	RD 6, Box 514	Greensburg	15601
PA	Omnicare Pharmacies of Pennsylvania East, LLC	Omnicare Pharm. Serv. Of Eastern PA	4700 Steubenville Pike	Pittsburgh	15205
PA	Omnicare Pharmacies of Pennsylvania West, LLC	Omnicare Pharm. Serv. Of Greensburg	2580 Milford Square Pike	Quakertown	18951
PA	Omnicare Pharmacies of Pennsylvania West, LLC	Omnicare Pharm. Serv. Of Pitsburgh	1152 Garden Street	Greensburg	15205
PA	Omnicare Pharmacies of Pennsylvania West, LLC	Omnicare Senior Health Outcomes	4700 Steubenville Pike	Pittsburgh	15205
PA	Omnicare Pharmacies of Pennsylvania West, LLC	Omnicare Senior Health Outcomes	630 Allendale Road	King of Prussia	19406
PA	Suburban Medical Services, Inc.	Neighborcare - King of Prussia LTC	600 Allendale Rd.	King of Prussia	19406
PA	NeighborCare - TCI, LLC	Neighborcare - Philadelphia	2100 W. Girard Ave.	Philadelphia	19130
PA	NeighborCare Home Medical Equipment, Inc.	Neighborcare - Boothwyn HME	9 Creek Parkway, Suite A	Boothwyn	19061
PA	NeighborCare Home Medical Equipment, Inc.	Neighborcare - Pittsburgh HME	1005 Parkway View Dr.	Pittsburgh	15205
PA	NeighborCare Home Medical Equipment, Inc.	Neighborcare - Reading HME	1031 D MacArthur Rd.	Reading	19605
PA	NeighborCare Pharmacy Services, Inc.	Neighborcare - Allentown	6990B Snowdrift Road	Allentown	18106
PA	NeighborCare Pharmacy Services, Inc.	Neighborcare - Scranton	2400 Stafford Ave., Suite 800	Scranton	18505
PA	NeighborCare Pharmacy Services, Inc.	Neighborcare - Williamsport	1000 Commerce Park Dr., Suite 420	Williamsport	17701
RI	ASCO Healthcare of New England L.P.	Neighborcare - York	3419 Concord Rd.	York	17402
SC	ExcilleRX, Inc.	Neighborcare - Coventry LTC	30 Centre of New England Blvd.	Coventry	02816
SC	NCS Healthcare of South Carolina, Inc.	ExcelleRX - Mt. Pleasant (IT site)	790 Johnnie Dodds Blvd., Suite 101	Mt. Pleasant	29454
SC	NeighborCare - TCI, LLC	NCS Healthcare of Charleston	444 DeAnna Lane, Suite D	Wando	29492
SC	NeighborCare - TCI, LLC	Neighborcare - Charleston (Bishop Gadsden)	1 Bishop - Gadsden Way	Charleston	29412
SC	Pharmacy Consultants, Inc.	Neighborcare - Florence	3203 W. Palmetto St., Suite G	Florence	29501
SD	Omnicare Pharmacy and Supply Services, Inc.	Pharmacy Consultants, Inc.	348-A E. Blackstock Rd.	Spartanburg	29301
TN	AMC - Tennessee, Inc.	Omnicare of South Dakota	709 N. Kiwanis Ave.	Sioux Falls	57104
TN	Care of TN)	The Pharmacy	1100 Elm Hill Pike, Suite 150	Nashville	37210
TN	ExcilleRX, Inc.	MedLife Pharmacy of TN	145 Industrial Way SW	Cleveland	37311
TN	Lobos Acquisition, LLC	ExcelleRX - Memphis	2525 Horizon Lake Drive, Suite 101	Memphis	38133
TN	NCS Healthcare of Tennessee, Inc.	SunScript Pharmacy - Knoxville	6701 Baum Drive #110	Knoxville	37919
TX	APS-Summit Care Pharmacy, LLC	NCS Healthcare of Memphis	5055 Covington Way, Suite 6	Memphis	38134
TX	NeighborCare Pharmacy Services, Inc.	American Pharmaceutical Services - Austin	9210 Cameron Road, Suite 800	Austin	78754
TX	NeighborCare Pharmacy Services, Inc.	Omnicare San Antonio (fma Neighborcare San Antonio)	12460 Network Blvd., Suite 101	San Antonio	78249

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TX	Omicare Pharmacy of Texas 1, LP	American Pharmaceutical Services - Corpus Christi	5449 Bear Lane, Suite 420	Corpus Christi	78405
TX	Omicare Pharmacy of Texas 1, LP	American Pharmaceutical Services - Ft. Worth	14450 Trinity Blvd., Suite 200	Ft. Worth	76155-2508
TX	Omicare Pharmacy of Texas 1, LP	American Pharmaceutical Services - Houston	10777 Stella Link Rd.	Houston	77025
TX	Omicare Pharmacy of Texas 1, LP	American Pharmaceutical Services - Pharr	101 E. Expressway 83, Suite D	Pharr	78577
TX	Omicare Pharmacy of Texas 1, LP	SunScript Pharmacy - Nacogdoches	1716 South Street	Nacogdoches	75964
TX	Omicare Pharmacy of Texas 2, LP	American Pharmaceutical Services - Beaumont	4595 Washington Blvd.	Beaumont	77707
TX	Omicare Pharmacy of Texas 2, LP	American Pharmaceutical Services - Lubbock	6101 43rd Street, Suite E	Lubbock	79407
TX	Omicare Pharmacy of Texas 2, LP	American Pharmaceutical Services - Waco	7524 Bosque Blvd, Suites N & O	Waco	76712
TX	Omicare Pharmacy of Texas 2, LP	SunScript Pharmacy - Amarillo	2770 Duniven Circle	Amarillo	19109
UT	Superior Care Pharmacy, Inc.	SunScript Pharmacy - Tyler	105 Jordan Plaza Blvd.	Tyler	75704
UT	Superior Care Pharmacy, Inc.	Superior Care Pharmacy - Salt Lake City	2280 West Alexander Street	Salt Lake City	84119
VA	ASCO Healthcare, Inc.	Superior Care Pharmacy - St. George	595 Bluff St., Suite 3	St. George	84770
VA	Badger Acquisition of Ohio, LLC	Neighborcare - Springfield HME	6627 Iron Place	Springfield	22151
VA	Capitol Home Infusion, Inc.	Neighborcare - Capitol Home Intusion	7465 White Pine Rd.	Richmond	23237
VA	Lobos Acquisition, LLC	SunScript - Norfolk	14016-A Sullyfield Circle	Charlottesville	20151
VA	Main Street Pharmacy, LLC	Neighborcare - Goodwin House	1309 Kempsville Rd.	Norfolk	23502
VA	NeighborCare Pharmacy of Virginia, LLC	Neighborcare - Greenspring Village	4800 Fillmore Avenue	Alexandria	22311
VA	NeighborCare Pharmacy of Virginia, LLC	Neighborcare - Chantilly	7440 Spring Village Dr.	Springfield	22150
VA	NeighborCare Pharmacy of Virginia, LLC	Neighborcare - Portsmouth	44966 Falcon Place, Suite 110	Sterling	20166
VA	NeighborCare Pharmacy of Virginia, LLC	Neighborcare - Richmond	300 PotCentre Pkwy #101	Portsmouth	23704
VA	Williamson Drug Company, Incorporated	Neighborcare - Roanoke	8575 Magellan Parkway Suite 100	Richmond	23227
VA	Williamson Drug Company, Incorporated	Extended Care Associates	1326 Plantation Rd., NE	Roanoke	24012
VA	Williamson Drug Company, Incorporated	Williamson's Pharmacy - Harrisonburg	105 Bradley Dr.	Lynchburg	24501
VA	Williamson Drug Company, Incorporated	Williamson's Pharmacy - Richmond	1776 South Main Street	Harrisonburg	22801
VA	Williamson Drug Company, Incorporated	Williamson's Pharmacy Resource Network	3823 Gaskins Road	Richmond	23293
VT	NCS Healthcare of Vermont, Inc.	NCS Healthcare of Burlington	2550 Elsmere Ave., Suite F	Norfolk	23513
WA	Accu-Med Services of Washington, LLC	Accu-Med Services of Washington	16 Gregory Dr., Suite 3	S. Burlington	05403
WA	Evergreen Pharmaceutical, Inc.	Consulting & Pharm Svcs	1601 R Avenue	Anacortes	98221
WA	Evergreen Pharmaceutical, Inc.	Evergreen Pharmaceutical Inc. - Kirkland	1221 South 40th Ave.	Yakima	98906
WA	Evergreen Pharmaceutical, Inc.	Evergreen Pharmaceutical Inc. - Kirkland SPD	12220 113th Ave., NE	Kirkland	98034
WA	Evergreen Pharmaceutical, Inc.	Evergreen Pharmaceutical Inc. - Spokane	12220 113th Ave., NE	Kirkland	98034
WA	Evergreen Pharmaceutical, Inc.	Evergreen Pharmaceutical Inc. - Spokane Home Health	350 East 3rd Avenue	Spokane	99202
WA	Evergreen Pharmaceutical, Inc.	Evergreen Pharmaceutical Inc. - Spokane SPD	350 East 3rd Avenue	Spokane	99202
WA	NCS Healthcare of Washington, Inc.	Puget Pharmacy Services	350 East 3rd Avenue	Spokane	99202
WI	Badger Acquisition of Wisconsin, LLC	Care For Life	1751 Circle Lane SE	Lacey	98503
WI	NCS Healthcare of Wisconsin, Inc.	Luther Haven Pharmacy	3305 Main Street, Suite 205	Vancouver	98663
WI	NCS Healthcare of Wisconsin, Inc.	NCS Healthcare of Appleton	8949 N. 97th Street	Milwaukee	53224
WI	NCS Healthcare of Wisconsin, Inc.	NCS Healthcare of Eau Claire	3101 E. Enterprise Ave.	Appleton	54913
WI	PP Acquisition Company, LLC	Pinnacle Pharmacy - LaCrosse	1405 Truax Blvd.	Eau Claire	54703
WI	Roeschen's Healthcare Corp.	Pinnacle Pharmacy - Madison	3235 Airport Rd.	LaCrosse	54603
WI	Roeschen's Healthcare Corp.	Behavior Health Pharmacy	281B Progress Rd.	Madison	53716
WI	Roeschen's Healthcare Corp.	Pharmicare Satellite	9455 W. Watertown Plank Rd.	Wauwatosa	53226
WI	Roeschen's Healthcare Corp.	Roeschen's Omnicare Pharmacy	4505 S. Taylor Dr.	Sheboygan	53081
WV	Compass Health Services LLC	Neighborcare - Morgantown	5185 South 9th St.	Milwaukee	53221
WV	Home Care Pharmacy LLC	Home Care Pharmacy of WV - Nitro	1401 Earl Core Rd. #A	Morgantown	26505
			4200 First Ave., Suite 200	Nitro	25143