

AMENDMENT TO CONTRACT
Pharmacy Services for Lancaster County
Bid No. 14-020
Lancaster County
Renewal
PharMerica

This Amendment is hereby entered into by and between PharMerica, 6528 South 118th Street, Omaha, NE 68137 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated May 20, 2017, under County Contract No. C-14-0244, for Pharmacy Services for Lancaster County, Bid No. 14-020, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 20, 2014 through May 19, 2017, with the option to renew for one (1) additional three (3) year term upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional three (3) year term beginning May 20, 2017 through May 19, 2020; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 each year for a total of \$30,000.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-14-0244, and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional three (3) year term beginning May 20, 2017 through May 19, 2020.
- 2) The expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 each year for a total of \$30,000.00 without approval by the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

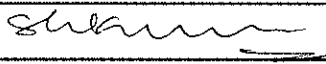
Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Pharmacy Services for Lancaster County
Bid No. 14-020
Lancaster County
Renewal
PharMerica**

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Lori Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: liron@s@lincoln.ne.gov

Company Name:	PharMerica Corporation
By: (Please Sign)	
By: (Please Print)	Suresh Vishnubhatla
Title:	Executive Vice President, LTC Operations
Company Address:	1901 Campus Place, Louisville, KY 40299
Company Phone & Fax:	Phone: 502.627.7000; Fax: 502.627.7122
E-Mail Address:	Contracting@PharMerica.com
Date:	5/8/17
Contact Person for: Service or Orders"	Kayla Mitchell
Contact Phone Number:	877.874.2768

Form Approved
5/4/17
JCP
Attorney

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Pharmacy Services for Lancaster County
Bid No. 14-020
Lancaster County
Renewal
PharMerica**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

PharMerica
6528 South 118th Street
Omaha, NE 68137

SURETY:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Owner:
Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONTRACT

Date: May 20, 2017
Amount: \$30,000.00

Description (Name and Location):

For all labor, material and equipment Pharmacy Services for Lancaster County, Bid No. 14-020.

BOND

Date: May 20, 2017
Amount: \$30,000.00
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

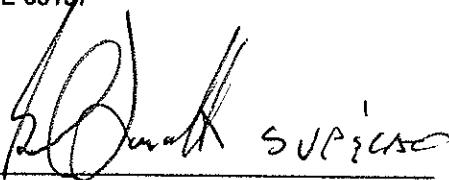
PharMerica
6528 South 118th Street
Omaha, NE 68137

SURETY

Company: (Corp. Seal)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Signature:
Name and Title:



Signature: Keri Ann Smith
Name and Title: Keri Ann Smith, Attorney-In-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practiceable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231379

Certificate No. 007096402

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Stacy Rivera, Jennifer M. Garten, Donna M. Planeta, Joshua Sanford, Nicole Ann Clark, Aimee R. Perondine, Aiza Lopez, Keri Ann Smith, Brian Peters, Danielle D. Johnson, Stephani A. Trudeau, Adam Martin, Ashley Sinclair, and Michelle Anne McMahon

of the City of Hartford, State of Connecticut, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of January, 2017

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Angela Geckins, do hereby certify that all equipment to be used on Pharmacy Services for Lancaster County, Bid No. 14-020, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Jefferson County, ~~Nebraska~~ Kentucky

DATED this 9th day of May, 2017.

By: Angela Geckins
Title: Tax Manager

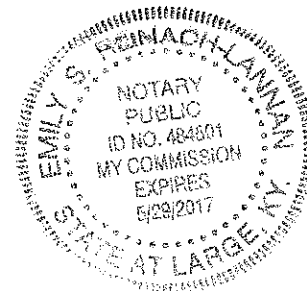
Kentucky
STATE OF ~~NEBRASKA~~)
COUNTY OF Jefferson)ss.
)

On May 9, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Angela Geckins, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Emily S. Reinach-Lannan
Notary Public

(SEAL)





PHARCOR-01

MATHEWAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Arch Specialty Insurance Company		21199
INSURER B : Travelers Property Casualty Company of America		25674
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

PharMerica Corporation
 Attn: Risk Management
 1901 Campus Place
 Louisville, KY 40299


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		UFL0028412-08	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR PER CLAIM \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-4243B827-16	07/31/2016	07/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000			UFL0028412-08	07/31/2016	07/31/2017	\$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TC2JUB-4242B695-16	07/31/2016	07/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Healthcare Prof Liab	X		UFL0028412-08	07/31/2016	07/31/2017	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lancaster County is included as Additional Insured with respects to General Liability and Professional Liability where required by written contract.

Waiver of Subrogation applies in favor of the Additional Insured with respects to Workers Compensation policies as permitted by Law.

CERTIFICATE HOLDER Lancaster County, Nebraska 555 So. 10th Street Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Healthcare Umbrella Professional Liability CARRIER: Arch Specialty Insurance Company POLICY TERM: 7/31/2016 - 7/31/2017 POLICY NUMBER: UFL0028412-08	\$1,000,000 Per Claim \$2,000,000 Aggregate Limit \$2,000,000 SIR
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: Travelers Indemnity Company POLICY TERM: 7/31/2016 - 7/31/2017 POLICY NUMBER: TRKUB-4243B815-16	WC – Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease - Policy Limit \$1,000,000 E.L. Disease - Each Employee



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE ENDORSEMENT

Additional Premium Due: \$0.00

Return Premium Due: \$0.00

This policy is changed as follows:

Endorsement Number 27 - Additional Protected Persons Endorsement - has been deleted and replaced by Endorsement Number 28.

Lancaster County, Nebraska has been added.

Policy Change Number: 8

Policy Number: UFL0028412-08

Named Insured: PharMerica Corporation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 5/15/2017

Handwritten signature of John Mentz in black ink.

John Mentz
President
Arch Specialty Insurance Company

Handwritten signature of Patrick K. Nails in black ink.

Patrick K. Nails
Secretary
Arch Specialty Insurance Company

Issuing Company:
Arch Specialty Insurance Company
A Missouri Corporation
Home Office Address:
2345 Grand Blvd, Suite 900
Kansas City, MO 64108

Administrative Office:
Arch Specialty Insurance Company
1 Liberty Plaza, 53rd Floor
New York, NY 10006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROTECTED PERSONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Healthcare Umbrella – Excess Of Retained Limit Coverage Form, or
Healthcare Umbrella – Excess Of Retained Limit Coverage Form (General Liability Claims-Made),

whichever applies.

The following individuals or organizations are added to **Section III – Who Is An Insured, Coverage A – Bodily Injury And Property Damage And Coverage B – Personal And Advertising Injury Liability and Coverage C – Health Care Professional Liability** of your policy. Coverage is provided for them only for the work you performed or should have performed on their behalf. They will share in your limit of insurance for any covered "claim". Damages paid on their behalf will reduce and may exhaust your limit of insurance under this policy.

Citibank, N.A.
Attn: Loan Administration
2 Penns Way, Suite 100
New Castle DE 19720

Hackbarth, LLC
9041 West Heather
Milwaukee WI 53224

Orange County Board of County Commissioners
Purchasing and Contracts Division
400 East South Street
Orlando FL 32801

Bank of America, N.A.
Attn: MAC Legal Insurance Monitoring
Mail Code TX1-492-14-06
901 Main Street - 14th Floor
Dallas TX 75202

Northwest One, LLC and Thomas & Mack Co. LLC
2300 West Sahara Ave. Box 1
Las Vegas NV 89102

Retirement Housing Foundation;
Yellowwood Acres, Inc. dba: Westminster Health Care Center
911 N Studebaker Road
Long Beach CA 90815

Cedar Ridge Services, LLC;
Atlas Austin Industrial, LP;
HPI Real Estate Management, Inc.
1075 Broad Ripple Avenue Suite 313
Indianapolis IN 46220

LSREF3 Spartan Super Holdings, LLC and Transwestern Commercial Services of Georgia
1201 Roberts Blvd. Suite 226
Kennesaw GA 30144

Rexford Industrial Realty, Inc., Rexford Industrial Realty, L.P.,
Rexford Industrial Realty and Management, Inc.
5800 Armada Drive, Suite 200
Carlsbad CA 92008

Kent Valley BC Associates
c/o Rosen Properties
P.O. Box 5003
Bellevue WA 98009

Lancaster County, Nebraska
555 So. 10th Street
Lincoln NE 68508

All other terms of your policy remain unchanged.

Endorsement Number: 28

Policy Number: UFL0028412-08

Named Insured: PharMerica Corporation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 05/15/2017

02 HUS0015 00 02 07

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Page 2 of 2



ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (TC2JDB-4242B69-5-16)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER