

Exhibit E
Commitment Agreement Template

COMMITMENT AGREEMENT
Pharmaceutical Products Distribution Services
HealthTrust Purchasing Group Members

Distributor: **Cardinal Health 108, LLC** (“Distributor”)

HealthTrust Purchaser Legal Entity Name: **University Medical Center of Southern Nevada** (“Purchaser”)

1. **Purchase Commitment.** Purchaser hereby appoints Distributor as the prime distributor for Products for itself and each Facility, and Distributor hereby agrees to provide distribution services for Products in accordance with the Master Distribution Agreement for Specialty Pharmaceuticals between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Distributor, dated March 3, 2021 (HPG-24561) (“HealthTrust Agreement”), and the terms in this Commitment Agreement. Purchaser and each Facility shall purchase from Distributor at least [REDACTED] ([REDACTED]) of its requirements for Products available from Distributor, excluding direct purchases from manufacturers. Purchaser shall cause each Facility to satisfy each obligation imposed on a Facility hereunder and to refrain from taking any action in contravention of such obligations. Purchaser shall be solely liable for any breach of this Commitment Agreement, including any breach by an individual Facility when the context of this Commitment Agreement indicates that a particular obligation is Facility specific. Capitalized terms used herein that are not defined shall have the meaning ascribed to them in the HealthTrust Agreement.
2. **Commencement Date.** Distributor shall commence distribution services on the first day of the first month following full execution (“Effective Date”). This Commitment Agreement shall have an initial term continuing to August 31, 2026, unless terminated as provided herein below. Notwithstanding, if any Facility terminates its membership in HealthTrust, then this Commitment Agreement shall terminate with respect to such Facility effective sixty (60) days following the termination date of its membership in HealthTrust. If this Commitment Agreement is executed by Purchaser on behalf of a particular Facility that has a commitment agreement under the HealthTrust Agreement with Distributor as of this Effective Date, then the terms of this Commitment Agreement shall take priority over the terms of any such Facility commitment agreement. Subject to the terms of the HealthTrust Agreement, Purchaser and Distributor hereby agree that any prior Commitment Agreement between Purchaser and Distributor is hereby terminated.
3. **GPO Designation.** Purchaser, for itself and on behalf of each Facility: (a) designates HealthTrust Purchasing Group as its, and their, sole group purchasing organization; (b) agrees to be bound by the terms of the HealthTrust Agreement; and (c) acknowledges that the pricing and other terms set forth herein are contingent on the foregoing designation and agreement.
4. **Chargeback Rebill.** HealthTrust must authorize Purchaser and each Facility’s eligibility for participation under a HealthTrust Vendor Contract before Distributor loads the contract

for Purchaser or a Facility. In the event an HealthTrust Vendor denies a chargeback or rebate for a Product purchased by Purchaser or a Facility, Distributor and HealthTrust will work with the Distributor to attempt to resolve the denial. If Distributor and HealthTrust are unable to have the denial reversed after one hundred and twenty (120) days, Purchaser agrees to pay Distributor the amount of the denied chargeback.

5. **Own Use Certification.** Purchaser hereby certifies that it, and its Facilities, have all required governmental licenses, permits and approvals required to purchase, use and/or store the Products purchased from Distributor and that all of Facility's purchases of Products from Distributor are for the Facility's "own use", as such term is defined in judicial or legislative interpretation, as applicable, and not for resale to anyone other than the end user or Affiliate of the Facility.
6. **Data.** Distributor and Purchaser acknowledge and agree that as to any transactions for Products, Distributor and Purchaser shall own all transaction data, but that HealthTrust shall have the right to receive transaction data from Distributor to allow HealthTrust to perform its group purchasing functions.
7. **Confidentiality.** Purchaser agrees to: (a) maintain the pricing and terms of this Commitment Agreement and the HealthTrust Agreement confidential and shall not disclose such pricing and terms to third parties (excluding HealthTrust) without prior written consent of Distributor; and (b) cause each Facility to abide by such confidentiality obligations. Notwithstanding the foregoing, Distributor acknowledges that Purchaser is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to the Commitment Agreement which Distributor has claimed to be confidential and proprietary, Purchaser will immediately notify Distributor of such demand and Distributor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. Distributor shall indemnify, defend and hold harmless Purchaser from any third-party claims or actions, including all reasonable associated costs and attorney's fees, regarding or related to any demand for the disclosure of Distributor documents in Purchaser's custody and control in which Distributor claims to be confidential and proprietary.
8. **Costs.** If it becomes necessary for either party to take action to collect any sums due or enforce any provisions hereunder, the prevailing party shall be entitled to all costs and expenses of collection up to [REDACTED], including, without limitation, reasonable attorneys' fees and court costs.
9. **Credit and Payment.** Distributor's obligation to extend credit to Purchaser is contingent upon Purchaser's initial and continued qualification under Distributor's reasonable credit policy. Any past due invoice will be assessed interest at a [REDACTED] rate or the highest amount allowed by law, if lower; provided, however, that the aggregate amount of interest assessed against Purchaser on an annual basis shall not exceed [REDACTED]. Purchaser hereby grants Distributor a security interest in the Products and any deposit(s), if applicable, to

secure payment to Distributor (or its Affiliates) for such Products and Services under this Agreement. For purposes of this Section 9, Distributor, its affiliates, parent or related entities shall be deemed to be a single creditor. Purchaser will provide to Distributor any and all credit information Distributor requests not less than thirty (30) days before Purchaser's initial purchases under this Agreement and, after that, as Distributor may reasonably request from time to time, but no more than once per calendar quarter; provided, however, Distributor may request such credit information as frequently as it deems appropriate in the event of a payment default by Purchaser. Distributor retains the right to adjust Purchaser's payment terms, place Purchaser on C.O.D. status, and/or refuse orders based on an adverse change in Purchaser's payment performance, financial condition or other commercially reasonable credit considerations related to Purchaser as Distributor deems relevant. Following payment term change, Distributor and Purchaser will elevate credit concerns to their respective finance teams in an effort to obtain an updated understanding of Purchaser's financial condition and discuss the possibility of restoring credit availability to Purchaser. All payments by Purchaser for Products provided under this Commitment Agreement must be by electronic funds transfer or other method acceptable to Distributor so as to provide Distributor with good funds by the due date. Deductions for Product returns or shipping discrepancies (quantity and price) may not be taken until Distributor issues a valid credit memo to Facility.

10. **Ordering; Delivery Times.** Purchaser may place orders for Products with Distributor via EDI, internet e-commerce or facsimile twenty (24) hours per day. Telephone orders may be placed with Distributor's customer service center from 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday (excluding the following holidays: Christmas, New Year's Day, Martin Luther King Day, Thanksgiving Day and the day after, Memorial Day, the Fourth of July, and Labor Day). For Products to be delivered on the next scheduled delivery day, orders must be received by 6:00 p.m. Central Time on the previous business day.
11. **Warranty of Non-exclusion; Legal Compliance.** Distributor represents and warrants to Purchasers and Purchaser represents and warrants to Distributor that such representing party and its Affiliates: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) or any state healthcare program (collectively, the "Healthcare Programs"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in such representing party from being excluded from participation in the Healthcare Programs (collectively, the "Warranty of Non-exclusion"). Such representing party's representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the Term, and each shall immediately notify the other of any change in the status of the representations and warranties set forth in this Section 12. Each party agrees to comply with all applicable legal requirements, including, with respect to Purchaser and each Facility, reporting or reflecting discounts, rebates and other price reductions pursuant to 42 U.S.C. §1320a-7b (b) (3) (A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

12. **Pricing.** HealthTrust and Distributor have agreed upon the pricing attached to this Commitment Agreement as Attachment A. Discounts and/or Net Adjustments listed shall be applied as applicable.
13. **Merger and Amendment.** This Commitment Agreement terminates and supersedes any existing agreement between Distributor, Purchaser and each Facility pertaining to distribution services for Products, other than the HealthTrust Agreement. This Commitment Agreement shall not be modified except by written amendment, expressly stating an intent to modify the terms of this Commitment Agreement, and signed by the parties hereto.
14. **Termination for Cause.** In addition to any other termination rights set forth in this Commitment Agreement or the HealthTrust Agreement, Distributor and Purchaser each shall have the right to terminate this Commitment Agreement in its entirety or with respect to certain Products or Services for (i) Cause that is a monetary breach, which is not cured within ten (10) business days following receipt of written notice thereof specifying the Cause; and (ii) for Cause other than a monetary breach, which is not cured within sixty (60) days following receipt of written notice thereof specifying the Cause. "Cause" shall have the same meaning as set forth in Section 1.7 of the HealthTrust Agreement.

Distributor and Facility shall have the right to terminate this Commitment Agreement immediately if the other party applies for or consents to the appointment of a receiver, trustee or liquidator of itself or all or a substantial part of its assets, files a voluntary petition for bankruptcy relief, admits in writing its inability to pay its debts as they become due, makes a general assignment of all or substantially all of its assets for the benefit of creditors, or as a debtor, invokes or takes advantage of any insolvency law, or if an order, judgment or decree is entered against it, on the application of a creditor, adjudicating such party a bankrupt or insolvent or approving a petition seeking reorganization or such party or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed for sixty (60) days.

15. **Termination by Purchaser without Cause.** Upon sixty (60) days prior written notice, Purchaser shall have the right to terminate its Commitment Agreement with Distributor, without cause, forty-eight (48) months after the Effective Date of the Commitment Agreement, by following the steps below:
 - a. Indicate in writing to Distributor and HealthTrust the reason (service or strategic) for the requested change.
 - b. If the requested is service-related, indicate the reason that Distributor may not be performing satisfactorily. If the request is strategic, provide the appropriate details.
 - c. Distributor will review the request and the reasons therefore. If the request is being made for service reasons, Distributor will have thirty (30) days to address and remedy the situation to the Purchaser's satisfaction.
 - d. If the request is being made for strategic reasons, HealthTrust will review the details and make a recommendation concerning the request, if it so desires.
 - e. If after thirty (30) days following Purchaser's notice to Distributor Purchaser elects to proceed with changing distributors, then the Purchaser, HealthTrust, Distributor

and the new authorized distributor will develop a written transition plan and begin the change process.

- f. During the transition process, but in no event longer than one hundred and twenty (120) days after the termination date, Distributor agrees to continue to supply Product to Purchaser's facilities under the terms and conditions of the Commitment Agreement and continue to charge each Purchaser the Net Adjustment in effect on the date of Purchaser's termination notice to Distributor for purchases of Products under the Commitment Agreement.
16. **Termination of HealthTrust Agreement.** Upon any termination or expiration of the HealthTrust Agreement, this Commitment Agreement shall automatically terminate, with no further action required by Purchaser, Facilities or Distributor.
17. **Distributor Reporting Requirements.** Distributor agrees to provide each of the reports set forth below to Purchaser, and applicable Facilities, during each business review in the form reasonably requested by Purchaser. Each report shall be available at GPO, IDN and account level.
- a. Purchase Volume Trend by Purchaser (Quarterly)
 - b. IVIG and Albumin Grams/Units and Dollars by Product (Monthly)
 - c. IVIG and Albumin Grams/Units and Dollars by Vendor (Monthly)
 - a. Total Purchase History. Total roll-up sales, by month for prior year and current year-to-date.
 - b. Total Purchase History by Category. Total sales by Contract Product and Non-Contract Product.
 - c. Trend Analysis Report. A line graph shows sales trend, by month, for reports in subsection (d) and (e) above.
 - d. Purchase Trend Analysis. A line graph of month-to-month purchases for the prior year and year-to-date.
 - e. Regulatory Reports. DSCSA reporting (T3 documents), controlled substance usage and auditing reports, and any other pertinent regulatory required reports Purchaser is required to maintain by an authorizing entity such as federal, state, or local governments.
18. **Assignment.** This Commitment Agreement inures to the benefit of and is binding upon the heirs, successors and assigns of each party; provided, however that Purchaser may only assign its rights or delegate its duties under this Commitment Agreement, including by merger, change of control, asset sale, operation of law or otherwise, with Distributor's written consent. Purchaser consents to Distributor assigning part or all of its obligations to any Affiliate and to assigning or granting a security interest in this Commitment Agreement in connection with any financing or securitization by Distributor or any affiliate.
19. **Notice of Change.** Purchaser will promptly notify Distributor of changes in ownership, name, business form (e.g., sole proprietorship, partnership or corporation) or state of incorporation or formation of Purchaser and each Facility, or any intent to sell, close, move or modify its operations or that of any Facility.

20. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Commitment Agreement between the parties shall not exceed those monies appropriated and approved by Purchaser for the then current fiscal year under the Local Government Budget Act. The Commitment Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Commitment Agreement. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Commitment Agreement. In the event this Section is invoked, the Commitment Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
21. **Miscellaneous.** The laws of the state where the Purchaser is located will govern this Commitment Agreement without reference to conflict of laws provisions. Once fully executed, this Commitment Agreement supersedes all prior oral or written agreements by the parties that relate to its subject matter. To the extent the terms of the Commitment Agreement conflicts with the terms of the HealthTrust Agreement, the terms of the HealthTrust Agreement shall control. Any waiver or delay in enforcing this Commitment Agreement will not deprive a party of the right to act at another time or due to another breach. All provisions are severable. Captions are intended for convenience of reference only. This Commitment Agreement will be interpreted as if written jointly by the parties. The parties are independent contractors. This Commitment Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same agreement. Facility shall complete the Compliance Representations and Warranties for Customers attached hereto as Attachment C.

The parties to this Commitment Agreement hereby indicate their agreement to the terms herein by the signatures of their authorized representatives below.

Purchaser:

Distributor:

Signature

Signature

Name

Name

Title

Title

**1800 W Charleston Blvd
Las Vegas, NV 89102
Address**

**7000 Cardinal Place
Dublin, OH 43017
Address**

Principal Contact Person

Principal Contact Person

Name

Name

Phone

Phone

Fax

Fax

Email

Email

Attachment A**Purchaser Facility Listing**

Facility Name	Address	City	State	Zip
UMC INPATIENT PHARMACY	1800 W Charleston Blvd	Las Vegas	NV	89102
UMC OF S NEVADA PHS	1800 W Charleston Blvd	Las Vegas	NV	89102
UMC ASSIST	1800 W Charleston Blvd	Las Vegas	NV	89102
UMC INPATIENT PHARMACY	1800 W Charleston Blvd	Las Vegas	NV	89102
SAFECOR UMC IP PHARMACY ST	4060 Business Park Dr, Ste B	Columbus	OH	43204
SAFECOR UMC OF S NV 340B ST	4060 Business Park Dr, Ste B	Columbus	OH	43204
WALGREENS DRUG 03844 340B ST	5011 E Sahara Ave	Las Vegas	NV	89142
WALGREENS 03922 340B ST	7599 W Lake Mead Blvd	Las Vegas	NV	89128
WALGREENS 04433 340B ST	4895 Boulder Hwy	Las Vegas	NV	89121
WALGREENS 04854 340B ST	4771 West Craig Road	North Las Vegas	NV	89032
WALGREENS STORE 3842 340B ST	2389 East Windmill Lane	Las Vegas	NV	89123
WALGREENS 03841 340B ST	6101 W Lake Mead	Las Vegas	NV	89108
WALGREENS STORE 3845 340B ST	2280 N Las Vegas Blvd	North Las Vegas	NV	89030
WALGREENS 03915 340B ST	6401 West Charleston Blvd	Las Vegas	NV	89102
WALGREENS STORE 4855 340B ST	6001 W Cheyenne Avenue	Las Vegas	NV	89108
WALGREENS STORE 4086 340B ST	4470 E Bonanza Road	Las Vegas	NV	89110
WALGREENS STORE 3871 340B ST	1701 North Green Valley Pkwy	Henderson	NV	89074
WALGREENS STORE 4106 340B ST	1101 South Las Vegas Blvd	Las Vegas	NV	89104
WALGREENS STORE 4197 340B ST	8500 W Cheyenne Ave	Las Vegas	NV	89129
WALGREENS STORE 4755 340B ST	3480 S Jones Blvd	Las Vegas	NV	89146
WALGREENS STORE 5014 340B ST	7845 W Flamingo Road	Las Vegas	NV	89147
WALGREENS STORE 5154 340B ST	4905 W Tropicana Ave	Las Vegas	NV	89103
WALGREENS STORE 5311 340B ST	1180 E Flamingo Road	Las Vegas	NV	89119
WALGREENS STORE 5369 340B ST	1500 S Boulder Hwy	Henderson	NV	89015
WALGREENS STORE 5479 340B ST	385 E Silverado Ranch Blvd	Las Vegas	NV	89183
WALGREENS STORE 5570 340B ST	6650 E Lake Meade Blvd	Las Vegas	NV	89156
WALGREENS STORE 5619 340B ST	3030 Las Vegas Blvd N	North Las Vegas	NV	89030
WALGREENS STORE 5862 340B ST	401 N Arroyo Grande Blvd	Henderson	NV	89014
WALGREENS STORE 6227 340B ST	451 S Decatur Blvd	Las Vegas	NV	89107
WALGREENS STORE 6424 340B ST	1360 W Horizon Ridge Parkway	Henderson	NV	89012
WALGREENS STORE 6425 340B ST	900 N Rancho Drive	Las Vegas	NV	89106
WALGREENS STORE 6545 340B ST	11001 S Eastern Avenue	Henderson	NV	89052
WALGREENS STORE 7164 340B ST	101 E Lake Meade Pkwy	Henderson	NV	89015
WALGREENS STORE 2590 340B ST	6435 Aliante Pkwy	North Las Vegas	NV	89084
WALGREENS STORE 7864 340B ST	7755 N Durango Dr	Las Vegas	NV	89131
WALGREENS STORE 10190 340B ST	565 E Centennial Pkwy	North Las Vegas	NV	89081
WALGREENS STORE 10782 340B ST	5610 Centennial Center Blvd	Las Vegas	NV	89149
WALGREENS STORE 10862 340B ST	2421 E Bonanza Rd	Las Vegas	NV	89101
WALGREENS STORE 11899 340B ST	6485 S Fort Apache Rd	Las Vegas	NV	89148
WALGREENS STORE 12539 340B ST	6825 N Durango Dr	Las Vegas	NV	89149
UMC OF S NEVADA WAC	1800 W Charleston Blvd	Las Vegas	NV	89102
WALGREENS MAIL SRVC 340B S/T	8350 S. River Parkway	Tempe	AZ	85284
SMITHS PHARMACY 351340B ST	6130 West Tropicana Avenue	Las Vegas	NV	89103
SMITHS PHARMACY 354 340B ST	3850 Flamingo Road	Las Vegas	NV	89121
SMITHS PHARMACY 355 340B ST	450 North Nellis	Las Vegas	NV	89110
SMITHS PHARMACY 371 340B ST	8555 West Sahara Avenue	Las Vegas	NV	89117
SMITHS PHARMACY 377 340B ST	850 South Rancho Drive	Las Vegas	NV	89106

SMITHS PHARMACY 385 340B ST	2211 North Rampart	Las Vegas	NV	89128
SMITHS PHARMACY 396 340B ST	9350 West Flamingo Road	Las Vegas	NV	89147
CVS 2955 340B ST	3290 S Fort Apache Rd	Las Vegas	NV	89117
CVS 2929 340B ST	7190 W Craig Rd	Las Vegas	NV	89129
SMITHS PHARMACY 370 340B ST	3160 North Rainbow Blvd	Las Vegas	NV	89108
CVS 5792 340B ST	2425 East Desert Inn Road	Las Vegas	NV	89121
CVS 5043 340B ST	9695 S Maryland Pkwy	Las Vegas	NV	89123
CVS 8780 340B ST	10400 West Charleston Blvd	Las Vegas	NV	89135
CVS 8782 340B ST	7007 West Ann Rd	Las Vegas	NV	89130
CVS 8790 340B ST	3550 W Sahara Ave	Las Vegas	NV	89102
CVS 8804 340B ST	1408 W Craig Rd	North Las Vegas	NV	89032
CVS 8821 340B ST	8320 W Cheyenne Ave	Las Vegas	NV	89129
CVS 8824 340B ST	4411 E Bonanza Rd	Las Vegas	NV	89110
WALGREENS DRUG 02598 340B ST	7685 South Rainbow	Las Vegas	NV	89139
WALGREENS DRUG 03843 340B ST	2995 E Flamingo Rd	Las Vegas	NV	89121
WALGREENS DRUG 03872 340B ST	8633 W Charleston Blvd	Las Vegas	NV	89117
WALGREENS DRUG 03873 340B ST	6865 W Tropicana Ave	Las Vegas	NV	89103
WALGREENS DRUG 04137 340B ST	9415 W Desert Inn	Las Vegas	NV	89117
WALGREENS DRUG 04242 340B ST	9420 W Lake Mead Blvd	Las Vegas	NV	89134
WALGREENS DRUG 04579 340B ST	2400 E Tropicana Ave	Las Vegas	NV	89121
WALGREENS DRUG 04790 340B ST	5082 E Lake Mead Blvd	Las Vegas	NV	89115
WALGREENS DRUG 04856 340B ST	3400 Boulder Hwy	Las Vegas	NV	89121
WALGREENS DRUG 05814 340B ST	1445 W Craig Road	North Las Vegas	NV	89032
WALGREENS DRUG 06310 340B ST	6820 W Ann	Las Vegas	NV	89130
WALGREENS DRUG 06311 340B ST	3808 E Tropicana Avenue	Las Vegas	NV	89121
WALGREENS DRUG 07032 340B ST	2451 Hampton Road	Henderson	NV	89052
WALGREENS DRUG 07450 340B ST	4875 S Fort Apache Rd	Las Vegas	NV	89147
WALGREENS DRUG 07841 340B ST	10510 Southern Highland Pkwy	Las Vegas	NV	89141
WALGREENS DRUG 10215 340B ST	8595 W Warm Springs Rd	Las Vegas	NV	89113
WALGREENS DRUG 10783 340B ST	6495 N Decatur Blvd	Las Vegas	NV	89131
WALGREENS DRUG 11206 340B ST	8582 Blue Diamond Rd	Las Vegas	NV	89178
WALGREENS DRUG 11668 340B ST	6390 Boulder Highway	Las Vegas	NV	89122
WALGREENS DRUG 11766 340B ST	4930 Blue Diamond Rd	Las Vegas	NV	89139
WALGREENS DRUG 12641 340B ST	9300 West Sahara Ave	Las Vegas	NV	89117
COMM A WALGREENS 340B ST	901 S Rancho Drive Suite 20	Las Vegas	NV	89106
OPTUM PHARMACY 803 - 340B ST	701 Shadow Ln 110	Las Vegas	NV	89106
OPTUM PHARMACY 801-340B ST	24416 N 19th Avenue	Phoenix	AZ	85085
CVS PHARMACY 2990 -340B ST	6391 W Lake Mead Blvd	Las Vegas	NV	89108
CVS PHARMACY 2948 -340B ST	630 South Green Valley Pkwy	Henderson	NV	89052
CVS PHARMACY 2989 -340B ST	4755 West Ann Road	North Las Vegas	NV	89031
CVS PHARMACY 5144 -340B ST	1425 West Lake Mead Blvd	Las Vegas	NV	89106
CVS PHARMACY 5286 -340B ST	21 W Horizon Ridge Parkway	Henderson	NV	89012
CVS PHARMACY 4786 -340B ST	2735 S Maryland Pkwy	Las Vegas	NV	89109
CVS PHARMACY 5113 -340B ST	7295 South Rainbow Blvd	Las Vegas	NV	89118
CVS PHARMACY 7251 -340B ST	7285 Aliante Pkwy	North Las Vegas	NV	89084
CVS PHARMACY 1507 -340B ST	2935 S Hollywood Blvd	Las Vegas	NV	89122
CVS PHARMACY 8784 -340B ST	8116 S Las Vegas Blvd	Las Vegas	NV	89123
CVS PHARMACY 8787 -340B ST	1551 W Sunset Blvd	Henderson	NV	89014
CVS PHARMACY 8788 -340B ST	1812 E Charleston Blvd	Las Vegas	NV	89104
CVS PHARMACY 8791 -340B ST	8580 W Charleston Blvd	Las Vegas	NV	89117
CVS PHARMACY 8798 -340B ST	5985 W Tropicana Rd	Las Vegas	NV	89103
CVS PHARMACY 8800 -340B ST	6705 E Lake Mead Blvd	Las Vegas	NV	89156
CVS PHARMACY 8803 -340B ST	2855 S Nellis Blvd	Las Vegas	NV	89121

CVS PHARMACY 8807 -340B ST	5681 Boulder Highway	Las Vegas	NV	89122
CVS PHARMACY 8809 -340B ST	4014 S Rainbow Blvd	Las Vegas	NV	89103
CVS PHARMACY 8811 -340B ST	2100 West Charleston Blvd	Las Vegas	NV	89102
CVS PHARMACY 8819 -340B ST	4800 W Charleston Blvd	Las Vegas	NV	89146
CVS PHARMACY 10861 -340B ST	8491 Farm Rd	Las Vegas	NV	89131
CVS PHARMACY 16562 -340B ST	8750 W Charleston Blvd	Las Vegas	NV	89117
CVS PHARMACY 8794 -340B ST	1600 N Buffalo Drive	Las Vegas	NV	89128
CVS PHARMACY 8822 -340B ST	2594 Wigwam Pkwy	Henderson	NV	89074
CVS PHARMACY 6867 -340B ST	4490 Paradise Road	Las Vegas	NV	89109

[Redacted text block]

4.2

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4.3

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5.2 Limited Distribution Drug Spend Adjustment. A Cost of Goods adjustment will be issued in accordance with the table below based on the percentage by which the Total Contract Cost (as defined below) for LDD purchased by a Purchaser under the Purchaser’s Commitment Agreement during the applicable quarter is less than the Total Wholesale Acquisition Cost (as defined below) for all LDD purchased during the same calendar quarter (the “WAC Spread Factor”).

WAC Spread Factor	Limited Distribution Drug Spend Adjustment to Cost of Goods Discount
████████	████████
████████████████	████████
████████████████	████████
████████████████	████████
████████████████	████████
████████████████	████████
████████████████	████████

“**Total Contract Cost**” shall mean a Purchaser’s total cost for LDD that are purchased under the Commitment Agreement during the applicable calendar quarter, prior to the application of any discounts or rebates. For the sake of clarity, the parties hereby acknowledge and agree that, for purposes of calculating “Total Contract Cost,” if an LDD is subject to a manufacturer contract, the cost for the item under the manufacturer contract, prior to the application of any discounts or rebates, will be the price used in the calculation. However, if an LDD is NOT subject to a manufacturer contract, the manufacturer’s published wholesale acquisition cost (“WAC”) for the item at the time of purchase by Purchaser, prior to the application of any discounts or rebates, will be the price used in the calculation.

“**Total Wholesale Acquisition Cost**” shall mean the total cost a Purchaser would have paid for all LDD purchased under this Commitment Agreement during the applicable calendar quarter if the Purchaser had paid the WAC at the time of purchase for each such item, prior to the application of any discounts or rebates, during the applicable calendar quarter.

By way of example and for the avoidance of any doubt, if the Total Wholesale Acquisition Cost for all LDD collectively purchased by a Purchaser under the Purchaser’s Commitment Agreement during the applicable calendar quarter is ██████████ and the Total Contract Cost for all LDD collectively purchased by a Purchaser under the Purchaser’s Commitment Agreement during the applicable contract quarter is ██████████, then the percentage by which the Total Contract Cost is less than Total Wholesale Acquisition Cost equals ██████████. According to

Consignment Pricing

The pricing markups set forth below (“Consignment Pricing”) shall be available for Products made available pursuant to Distributor’s Consignment Program as set forth on Exhibit F (the “Consignment Program”). Those Participants desiring to participate in the Consignment Program shall enter into a Consignment Letter of Commitment with Distributor (the form of which is set forth on Exhibit F-1 attached hereto) in order to be eligible to receive the Consignment Pricing.

Consignment Pricing shall be as follows:

Inventory Turns*	Markup
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

*“Inventory Turns” shall be calculated as set forth in Exhibit F.

Flu Product Pricing

Purchasers may access Distributor’s annual flu program in order to purchase Flu Products; provided, however, Purchasers are not obligated to participate in such program. Flu Product pricing will be as set forth for such annual program.

Attachment C

Compliance Representations and Warranties for Customers

University Medical Center of Southern Nevada ("Customer") represents and warrants that it:

1. will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration ("DEA"), the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all of the foregoing concerning the purchase, sale, dispensation, and distribution of controlled substances; and
2. will not dispense or sell controlled substances and/or listed chemicals if it suspects that a prescription or drug order is not issued for a legitimate medical purpose or the actions conducted on the part of the prescriber or Customer and its employees are not performed in the normal course of professional practice.

In addition, Customer warrants that it understands that Cardinal Health is required by DEA regulations and some state regulations to identify and report suspicious orders of controlled substances and listed chemicals to the DEA and some state regulatory authorities. Customer agrees to act in good faith in assisting Cardinal Health to fulfill its obligations. Additionally, Customer warrants and understands that Cardinal Health, in fulfillment of its regulatory obligations, will not fill an order for controlled substances, listed chemicals, or other products monitored by Cardinal Health that Cardinal Health has determined to be suspicious.

Customer acknowledges that Cardinal Health may provide a copy of this document to the DEA or any other state or federal regulatory agency or licensing board.

Customer hereby acknowledges and agrees that, notwithstanding any other provision herein, or any provision in any other agreement between Cardinal Health and the Customer, Cardinal Health may, immediately suspend, terminate or limit the distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to the Customer at any time if Cardinal Health determines that such action is necessary to fulfil its legal or regulatory obligations.

Agreed to by a duly authorized officer, partner, or principal of Customer:

Signature: _____

Full Name (print): _____

Title: _____

Date: _____