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UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C.

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**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): July 5, 2006**

**BioScrip, Inc.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation)

**0-28740**  
(Commission  
File Number)

**05-0489664**  
(IRS Employer  
Identification No.)

**100 Clearbrook Road, Elmsford, New York**  
(Address of Principal Executive Offices)

**10523**  
(Zip Code)

Registrant's telephone number, including area code **(914) 460-1600**

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(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Section Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240-14d-2(b)).
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).
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### **Item 2.01 Entry Into a Material Definitive Agreement.**

On July 5, 2006, BioScrip, Inc. (the “*Company*”) amended its credit arrangements with HFG Healthco-4 LLC, an affiliate of Healthcare Finance Group, Inc. (“HFG”) principally to add into its borrowing base under its revolving credit facility the accounts receivable of certain operating subsidiaries previously not included under the credit facility. In connection with the amendment to its credit arrangements, BioScrip Infusion Services, Inc., BioScrip Pharmacy, Inc., JPD, Inc. d/b/a Northland Pharmacy and Natural Living, Inc. d/b/a BioScrip Pharmacy (the “*New Providers*”) as well as BioScrip PBM Services, Inc., BioScrip Infusion Services, LLC, and BioScrip Pharmacy Services, Inc. (the “*Initial Providers*”), entered into the Sixth Amendment to the Receivables Purchase and Transfer Agreement, dated as of November 1, 2000 (the “*RPTA*”), among the Initial Providers and MIM Funding LLC (the “*Purchaser*”), which was consented to by the Company. Also on that date the New Providers, the Initial Providers and the Parent entered into a Subscription Agreement pursuant to which the New Providers would become members of the Purchaser and obtain a percentage interest in its receivables to the extent of their percentage contribution of receivables to the Purchaser under the RPTA, as amended.

As a result of the transactions contemplated under the Subscription Agreement and the Sixth Amendment to the RPTA, (i) the New Providers were added as providers under the RPTA, (ii) the New Providers will sell and contribute their receivables to the Purchaser on a continuing basis, and the Purchaser will purchase or accept the contribution of such Receivables; and (iii) as collateral security for certain of the Purchaser’s obligations under the RPTA, the New Providers have granted the Purchaser a first-priority lien on and security interest and right of set-off against (a) all of the accounts, including receivables, now or later owned or held by the New Providers, and the proceeds thereof, and (b) any and all cash collateral reserve accounts established pursuant to the RPTA.

Also on July 5, 2006, the Company entered into a first amendment to its guaranty made in favor of Purchaser. Under the terms of the guarantee, BioScrip guaranteed the obligations of the Initial Providers to the Purchaser under the RPTA to (i) repurchase and indemnify the Purchaser and (ii) pay costs, expenses and fees under the RPTA to the Purchaser. Pursuant to the terms of the first amendment to the guarantee, BioScrip will extend its guarantee in respect of the comparable obligations of the New Providers under the RPTA.

### **Item 9.01 Financial Statements and Exhibits.**

(c) Exhibits. The following information is furnished as an exhibit to this Current Report:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Form of Sixth Amendment to the Receivables Purchase and Transfer Agreement
10.2	Form of First Amendment to Guarantee
10.3	Form of Subscription Agreement

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned duly authorized.

Date: July 11, 2006

BIOSCRIP, INC.

By: /s/ Barry A. Posner  
Barry A. Posner,  
Executive Vice President, Secretary  
and General Counsel

**SIXTH AMENDMENT**, dated as of June \_\_\_, 2006 ("**Sixth Amendment**"), to the RECEIVABLES PURCHASE AND TRANSFER AGREEMENT, dated as of November 1, 2000 (as amended prior to the date hereof, the "**Original RPTA**", and as it may be amended, modified or supplemented on and after the date hereof, including by this Sixth Amendment, the "**RPTA**"), among BIOSCRIP PBM SERVICES, LLC (as successor to MIM Health Plans, Inc.), a Delaware corporation (together with its corporate successors and assigns, "**BioScrip**"), and in its capacity as primary servicer thereunder, the "**Primary Servicer**"), each of the parties named on Schedule I hereto (each, including BioScrip, a "**Provider**" and collectively, the "**Providers**"), and MIM FUNDING LLC, a Delaware limited liability company (together with its successors and assigns, the "**Purchaser**") and consented to by HFG HEALTHCO-4 LLC (the "**Lender**"), as assignee of the Purchaser. Unless otherwise defined herein, terms in the RPTA are used herein as therein defined.

The Parent and certain of the Providers party to the Original RPTA previously have changed their legal names to the names appearing on Schedule I hereto (the "**Name Changes**").

The Primary Servicer has requested Additions of BioScrip Infusion Services, Inc., BioScrip Pharmacy, Inc., JPD, Inc. and Natural Living, Inc. (collectively, the "**Additional Providers**") as additional Providers under the RPTA.

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and subject to the fulfillment of the conditions set forth below, the parties hereto agree as follows:

#### SECTION 1. AMENDMENTS TO RPTA

1.1 Schedule I to the Original RPTA is hereby amended and restated in its entirety to read as set forth in Schedule I attached hereto.

1.2 The defined term of "Parent" appearing in Exhibit I to the RPTA is hereby amended by deleting such defined term in its entirety and substituting therefor the following:

"**Parent**" means BioScrip, Inc.

#### SECTION 2. CERTAIN REPRESENTATIONS

2.1 The Primary Servicer and the Providers each represents and warrants that the names of the parties and the respective jurisdictions listed on Schedule I hereto are the full, complete and correct legal names and legal jurisdictions of such parties. Each of the parties hereto acknowledge and agree that the parties listed on Schedule I hereto are all of the Providers under the RPTA as of the date hereof. The Primary Servicer and the Providers each hereby authorizes the Purchaser to file one or more financing statements or continuation statements or amendments thereto or assignments thereof which may at any time be required or, in the opinion

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of the Purchaser, be desirable, in order to create and/or maintain in favor of the Lender a first priority perfected security interest in the Collateral (as defined in the Loan Agreement) of each Provider and to do so without the signature of such Provider where permitted by law.

2.2 The Providers each hereby certify, represent and warrant that (i) except as otherwise disclosed in public filings made by the Parent with the United States Securities and Exchange Commission, the representations and warranties in the RPTA are true and correct, with the same force and effect as if made on such date, except as they may specifically refer to an earlier date, in which case they were true and correct as of such date, (ii) no unwaived Event of Termination, a Group-Wide Event of Termination, a Servicer Termination Event or a Group-Wide Servicer Event of Termination or would constitute such an Event of Termination, Group-Wide Event of Termination, Servicer Termination Event or Group-Wide Servicer Event of Termination has occurred or is continuing (nor any event that but for notice or lapse of time or both would constitute an Event of Termination, a Group-Wide Event of Termination, a Servicer Termination Event or a Group-Wide Servicer Event of Termination) or would constitute such an Event of Termination, Group-Wide Event of Termination, Servicer Termination Event or Group-Wide Servicer Event), (iii) each of the Providers and the Primary Servicer, as applicable, has the corporate power and authority to execute and deliver this Sixth Amendment, and (iv) no consent of any other person (including, without limitation, shareholders or creditors of any Provider), and no action of, or filing with any governmental or public body or authority is required to authorize, or is otherwise required in connection with the execution and performance of this Sixth Amendment, other than, in each case, such that have been obtained.

### SECTION 3. CONDITIONS PRECEDENT

3.1 This Sixth Amendment shall not become effective until the following conditions have been satisfied in full or waived in writing by the Purchaser and the Lender as its assignee:

(a) All required corporate and limited liability company actions in connection with the execution and delivery of this Sixth Amendment and the Name Changes shall have been taken, and each shall be satisfactory in form and substance to the Lender, and the Lender shall have received all information and copies of all documents, including, without limitation, records of requisite corporate and limited liability company action that the Lender may reasonably request, to be certified by the appropriate corporate or limited liability company person or government authorities;

(b) Fully executed counterparts of this Sixth Amendment have been delivered to the Purchaser and the Lender;

(c) The Additional Providers shall have entered into the Subscription Agreement substantially in the form of Exhibit A hereto.

### SECTION 4. MISCELLANEOUS

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4.1 The terms “Agreement”, “hereof”, “herein” and similar terms as used in the RPTA shall mean and refer to, from and after the effectiveness of this Sixth Amendment, the RPTA as amended by this Sixth Amendment, and as it may in the future be amended, restated, modified or supplemented from time to time in accordance with its terms. Except as specifically agreed herein, the RPTA is hereby ratified and confirmed and shall remain in full force and effect in accordance with its terms.

**4.2 THIS SIXTH AMENDMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.**

4.3 This Sixth Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

4.4 Delivery of an executed counterpart of a signature page by telecopier shall be effective as delivery of a manually executed counterpart.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Sixth Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PROVIDERS:

BIOSCRIP PBM SERVICES, LLC (as successor to MIM Health Plans, Inc.)

By: \_\_\_\_\_  
Name:  
Title:

BIOSCRIP PHARMACY SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

BIOSCRIP INFUSION SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

BIOSCRIP PHARMACY (NY), INC.

By: \_\_\_\_\_  
Name:  
Title:

BIOSCRIP PHARMACY, INC.

By: \_\_\_\_\_  
Name:

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Title:

JPD, INC.

By: \_\_\_\_\_

Name:

Title:

NATURAL LIVING, INC.

By: \_\_\_\_\_

Name:

Title:

BIOSCRIP INFUSION SERVICES, LLC

By: \_\_\_\_\_

Name:

Title:

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PURCHASER:

MIM FUNDING LLC

By: \_\_\_\_\_  
Name:  
Title:

PRIMARY SERVICER:

BIOSCRIP PBM SERVICES, LLC (as successor to MIM Health Plans, Inc.)

By: \_\_\_\_\_  
Name:  
Title:

CONSENTED TO:

BIOSCRIP, INC. (f/ka/ MIM CORPORATION)

By: \_\_\_\_\_  
Name:  
Title:

HFG HEALTHCO-4 LLC

By: HFG Healthco-4, Inc., a member

By: \_\_\_\_\_  
Name:  
Title:

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LIST OF PROVIDERS

<u>Name</u>	<u>Jurisdiction of Organization</u>
BioScrip, Inc.	Delaware
BioScrip Pharmacy Services, Inc.	Ohio
BioScrip Infusion Services, Inc.	California
BioScrip Pharmacy (NY), Inc.	New York
BioScrip PBM Services, LLC	Delaware
BioScrip Pharmacy, Inc.	Minnesota
JPD, Inc.	Ohio
Natural Living, Inc.	New York
BioScrip Infusion Services, LLC	Delaware

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EXHIBIT A  
FORM OF SUBSCRIPTION AGREEMENT

**FIRST AMENDMENT**, dated as of June \_\_, 2006, to the Guaranty, dated January \_\_, 2002 (the "**Guaranty**"), by BIOSCRIP, INC. (f/k/a MIM Corporation), a Delaware corporation (the "**Guarantor**"), in favor of MIM FUNDING LLC, a Delaware limited liability company ("**Funding**"). Unless otherwise defined herein, terms in the Guaranty are used herein as therein defined.

PRELIMINARY STATEMENTS. The Guarantor previously has changed its legal name to BioScrip, Inc.

Pursuant to the Sixth Amendment to the RPTA, dated as of June \_\_, 2006 (the "**RPTA Amendment**"), Schedule I to the RPTA has been amended and restated to account for name changes of certain of the Providers and the Addition (as defined in the RPTA) of certain additional Providers (the "**Additional Providers**").

The Guarantor has derived and continues to derive substantial benefit from the transactions contemplated by the RPTA and the Loan Agreement and it is a condition precedent to the Receivables of each Additional Provider being considered Eligible Receivables (under and as defined in the RPTA) that the Guarantor enter into this First Amendment.

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Guarantor hereby agrees as follows:

**SECTION 1. AMENDMENTS TO THE GUARANTY.**

The name of the Guarantor under the Guaranty as set forth in the preamble is hereby amended to BioScrip, Inc.

**SECTION 2. RATIFICATION OF GUARANTY; WAIVER.** The Guarantor hereby ratifies and confirms its guaranty of the Guaranteed Obligations under the Guaranty and agrees that such guaranty shall extend to Guaranteed Obligations of each of the Additional Providers and each of the other Providers listed on Schedule I to the RPTA, as amended and restated pursuant to the RPTA Amendment. The Guarantor hereby waives any claims, defenses or other rights of any kind and nature whatsoever, the may have arisen as a result of this, the RPTA Amendment or any other Addition or amendment or waiver of the Documents (as defined in the Loan Agreement).

**SECTION 3. MISCELLANEOUS**

3.1 The Providers each hereby certify, represent and warrant that (i) the representations and warranties in the Guaranty are true and correct, with the same force and effect as if made on such date, except as they may specifically refer to an earlier date, in which case they were true and correct as of such date, and (ii) the Guarantor has the corporate power and authority to execute and deliver this First Amendment.

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3.2 THIS FIRST AMENDMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATION LAW OF THE STATE OF NEW YORK, BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

3.3 This First Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

3.4 Delivery of an executed counterpart of a signature page by telecopier shall be effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the Guarantor has caused this First Amendment to Guaranty to be duly executed as of the date first above set forth.

BIOSCRIP, INC. (f/k/a MIM Corporation)

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND AGREED:**

MIM FUNDING LLC

By: \_\_\_\_\_  
Name:  
Title:

HFG HEALTHCO-4 LLC, as collateral assignee of Funding

By: HFG Healthco-4, Inc., a member

By: \_\_\_\_\_  
Name:  
Title:

**SUBSCRIPTION AGREEMENT**

Dated as of June \_\_\_\_\_, 2006

BIOSCRIP PBM SERVICES, LLC (as successor to MIM Health Plans, Inc.), a corporation organized under the laws of the State of Delaware (together with its successors and assigns, the "**Primary Servicer**"), BIOSCRIP INFUSION SERVICES, INC., a California corporation ("**Infusion Services**"), BIOSCRIP PHARMACY, INC., a Minnesota corporation ("**BioScrip Pharmacy**"), JPD, INC., an Ohio corporation ("**JPD**") and NATURAL LIVING, INC., a New York corporation ("**Natural Living**"), and together with Infusion Services, BioScrip Pharmacy and JPD, and each of their successors and assigns, the "**New Providers**"), each a wholly-owned direct or indirect subsidiary of BioScrip, Inc. (f/ka/ MIM Corporation) (the "**Parent**") and MIM FUNDING LLC, a limited liability company organized under the laws of the State of Delaware (together with its successors and assigns, the "**Purchaser**"), agree as follows:

**PRELIMINARY STATEMENTS**

Reference is hereby made to that certain Receivables Purchase and Transfer Agreement, dated as of November 1, 2000, among BioScrip PBM Services, Inc. (as successor by merger to MIM Health Plans, Inc.), as Primary Servicer, and as a Provider, certain other persons party thereto as Providers (collectively, the "**Providers**"), and the Purchaser (as previously amended and as the same may be further amended, restated, modified or supplemented from time to time in accordance with its terms, the "**RPTA**"). Unless otherwise specifically defined herein, all capitalized terms used herein shall have the respective meanings set forth in the RPTA.

The New Providers wish to sell and contribute to the Purchaser on a continuing basis all of their Receivables. The Purchaser is prepared to purchase or to accept the contribution of such Receivables on the terms and subject to the conditions set forth in the RPTA and herein. The Purchaser, the Primary Servicer and the Providers agree that upon the effectiveness of this Subscription Agreement the New Providers shall become parties to the RPTA as Providers pursuant to Section 5.18(a) of the RPTA.

Accordingly, for valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Providers, the New Providers, the Purchaser, and the Primary Servicer agree hereby as follows:

1. **Acceptance by the Providers.** Each New Provider hereby is added as a party to the RPTA and hereby is deemed a "**Provider**" as such term is defined in the RPTA. Each New Provider, by its execution and delivery of this Subscription Agreement, agrees to be bound by all of the terms and provisions of the RPTA and of the other Documents (as defined in the Loan Agreement) to which the Providers are party.

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2. Grant of Security Interest. (a) As collateral security for the Providers' obligations to purchase Denied Receivables under Section 4.01 of the RPTA, the Providers' indemnification obligations to the Purchaser under Section 4.02 of the RPTA, and the Providers' obligations to pay costs and expenses under Section 5.05 of the RPTA, each New Provider hereby grants to the Purchaser a first priority lien on and security interest in and right of set-off against, (x) all of the Accounts now or hereafter owned or held by such New Provider, (y) all proceeds thereof and (z) any and all cash collateral reserve accounts established pursuant to the RPTA from time to time. Each New Provider agrees to execute, and hereby authorizes the Purchaser to file, one or more financing statements or continuation statements or amendments thereto or assignments thereof in respect of the lien created hereby which may at any time be required or, in the opinion of the Purchaser, desirable, and to do so without the signature of such New Provider where permitted by law.

(b) In the event that, contrary to the mutual intent of the Providers and the Purchaser, any purchase of a Purchased Batch is not characterized as a sale, each New Provider shall, effective as of the date hereof, be deemed to have granted (and each New Provider hereby does grant) to the Purchaser a first priority security interest in and to any and all of such New Provider's Accounts in a Purchased Batch and the proceeds thereof to secure the payment of all amounts to be paid by the Providers under the RPTA with accrued interest thereon, and the RPTA as amended by this Subscription Agreement shall be deemed to be a security agreement.

3. Amendment to RPTA. Schedule I to the RPTA shall be and hereby is amended to include the New Providers.

4. Representations and Warranties. Each of the Primary Servicer and each New Provider hereby represents and warrants on its behalf to the Purchaser and the Lender:

- (a)
    - (1) no Group-Wide Event of Termination is existing and the proposed Addition shall not cause, or not reasonably be expected to cause, a Group-Wide Event of Termination;
    - (2) except as expressly provided herein, the applicable conditions precedent set forth in Exhibit II to the RPTA have been fulfilled with respect to such Person;
    - (3) except as otherwise disclosed in public filings made by the Parent with the United States Securities and Exchange Commission, each applicable representation and warranty set forth in Exhibit III to the RPTA are true and correct in all material respects with respect to each New Provider;
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- (b) each New Provider has delivered, or shall promptly deliver within 25 days of the date hereof, to the Purchaser and the Lender:
- (1) a certificate issued by the Secretary of State of the state of such New Provider's (i) organization as to the legal existence and good standing of such entity and (ii) locale of operation, if different from its state of organization, as to the foreign qualification, authorization and good standing of such entity in such locale (all of which certificates shall be dated not more than 20 days prior to the initial Transfer Date with respect to such New Provider);
  - (2) certified copies of the charter and by-laws or other organizational documents of such entity, certified copies of resolutions of the Board of Directors or similar governing body of such entity approving the Subscription Agreement and the RPTA, certified copies of all documents filed to register any and all assumed/trade names of such entity, and certified copies of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to the RPTA;
  - (3) a certificate of the Secretary or Assistant Secretary of such entity certifying the names and true signatures of the incumbent officers of such entity authorized to sign this Subscription Agreement and the other documents to be delivered by it under this Subscription Agreement and the RPTA;
  - (4) acknowledgment or time stamped receipt copies of proper financing statements (showing such New Provider as debtor/seller, the Purchaser as secured party/purchaser and Healthco-4 as assignee, and stating that the financing statements are being filed because UCC Section 9-109 provides that Article 9 of the UCC applies generally to sales of accounts and chattel paper) duly filed on or before the initial Transfer Date with respect to such entity under the UCC of all jurisdictions that the Purchaser may deem necessary or desirable in order to perfect the ownership interests contemplated by this Subscription Agreement and the RPTA;
  - (5) acknowledgment or time-stamped receipt copies of proper financing statements (showing such New Provider as debtor and the Purchaser as secured party and Healthco-4 as assignee with respect to the grant by such New Provider of a first priority security interest to the Purchaser in the Providers' Accounts and the proceeds thereof, as contemplated by Section 4.04 of the RPTA) duly filed on or before the initial Transfer Date with respect to such entity under the UCC of all jurisdictions that the
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Purchaser may deem necessary or desirable in order to perfect such security interest;

- (6) completed requests for information (UCC search results) dated within 20 days of the initial Transfer Date with respect to such entity, and a schedule thereof listing all effective financing statements filed in the jurisdictions referred to in subsections (4) and (5) above that name such New Provider as debtor, together with copies of all other financing statements filed against such New Provider (none of which shall cover any Accounts or any proceeds thereof);
  - (7) releases of, and acknowledgment copies of proper termination statements (Form UCC-3), if any, necessary to evidence the release of all security interests, ownership and other rights of any Person previously granted by such New Provider in any of its Accounts or the proceeds thereof;
  - (8) favorable opinions of (i) counsel for such New Provider and (ii) counsel for the Purchaser, substantially in the forms attached as Exhibits XI-B and XI-C to the RPTA, respectively, and as to such other matters as the HFG Group requests;
  - (9) a duly executed Depositary Agreement among UMB Bank, as Lockbox Bank and BioScrip Pharmacy and JPD as Lockbox Providers;
  - (10) a copy of each new form of invoice from the New Provider showing the appropriate Lockbox as the remittance address;
  - (11) copies of all Notices to Obligors required pursuant to Article II of the RPTA, together with evidence satisfactory to the Purchaser that such Notices to Obligors have been or will be delivered to the addressees thereof;
  - (12) duly executed amendment to the Guaranty by Parent with respect to certain obligations of the New Providers under the RPTA;
  - (13) duly executed Pledge Agreement with respect to the shares of stock or equity of certain of the Providers;
  - (14) such other documents as the Purchaser or Lender may request, including, without limitation, financial statements;
- (c) each New Provider is an Affiliate of the Primary Servicer;
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- (d) each New Provider has become a member of the Purchaser;
- (e) the execution, delivery and performance by it of this Subscription Agreement and the other documents to be delivered by it thereunder, (i) are within its corporate or limited liability company powers, (ii) have been duly authorized by all necessary corporate or limited liability company action, (iii) do not contravene (1) its charter or by-laws or certificate of formation or operating agreement, as applicable, (2) any material law, rule or regulation applicable to it, (3) any material contractual restriction binding on or affecting it or its Property, or (4) any order, writ, judgment, award, injunction or decree binding on or affecting it or its Property, and (iv) do not result in or require the creation of any Lien upon or with respect to any of its Properties, other than the interests created by this Subscription Agreement. This Subscription Agreement has been duly executed and delivered by it;
- (f) no consent of any other person (including, without limitation, shareholders, members or creditors of the Primary Servicer or any Provider), and, except for financing statements or termination statements that have been delivered to the Purchaser for filing in accordance with Exhibit II to the RPTA, no action of, or filing (except any financing statement or termination statement to be filed pursuant to the RPTA) with any Governmental Entity is required to authorize, or is otherwise required in connection with the execution, delivery and performance of this Subscription Agreement and the RPTA; and
- (g) this Subscription Agreement and the RPTA each constitutes the legal, valid and binding obligations of the Primary Servicer and each New Provider enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, fraudulent conveyance or other laws relating to the enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is sought at equity or law).

5. Eligibility Criteria. The Primary Servicer and New Providers each hereby acknowledge and agree that the Receivables of each New Provider shall not be considered "Eligible Receivables" under the RPTA or the Loan Agreement until such time as:

- (a) The Master Servicer shall have delivered a certificate to the Program Manager stating that all computer linkups and interfaces necessary or desirable, in the sole discretion of the Master Servicer, to effectuate the transactions and information transfers under the RPTA with respect to such New Provider are fully operational to the satisfaction of the Master
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Servicer (and the Master Servicer shall have received an interface fee for each additional computer interface);

- (b) The Program Manager shall have completed its due diligence with respect to such New Provider and its Receivables and has established Eligibility Criteria and Net Value Factors (as defined in the Loan Agreement) relating to such Receivables in consultation with the Primary Servicer that are satisfactory to the Program Manager in its sole discretion; and
- (c) Each of the deliverables set forth in Section 4(b) hereto have been delivered to the Purchaser and The Lender with respect to such New Provider.

6. Waiver. The Purchaser hereby waives the 30-days' prior written notice required from the Primary Servicer under Section 5.18(a) of the RPTA with respect to the Addition of the New Providers.

7. **GOVERNING LAW**. THIS SUBSCRIPTION AGREEMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

8. Execution in Counterparts; Facsimile. This Subscription Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page by telecopier shall be effective as delivery of a manually executed counterpart.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Subscription Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NEW PROVIDERS:

BIOSCRIP INFUSION SERVICES, INC.

By: \_\_\_\_\_

Name:

Title:

Trade names:

Prior names:

Address: 320 South Flower Street  
Burbank, CA 91502

Attention:

Facsimile Number:

BIOSCRIP PHARMACY, INC.

By: \_\_\_\_\_

Name:

Title:

Trade names:

Prior names:

Address: 10050 Crosstown Circle Suite 300  
Eden Prairie, MN 55344

Attention:

Facsimile Number:

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JPD, INC.

By: \_\_\_\_\_  
Name:  
Title:

Trade names:  
Prior names:

Address: 1495 Morse Road  
Columbus, OH 43229

Attention:  
Facsimile Number:

NATURAL LIVING, INC.

By: \_\_\_\_\_  
Name:  
Title:

Trade names:  
Prior names:

Address: 2226 White Plains Rd  
Bronx, NY 10467

Attention:  
Facsimile Number:

PRIMARY SERVICER:

BIOSCRIP PBM SERVICES, LLC (as successor to MIM Health Plans, Inc.)

By: \_\_\_\_\_  
Name:  
Title:

Address: 100 Clearbook Road  
Elmsford, NY 10523

Attention:  
Facsimile No.:

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PURCHASER:

MIM FUNDING LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENTED TO:

BIOSCRIP, INC. (f/k/a MIM Corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BIOSCRIP PHARMACY (NY), INC. (f/k/a Vitality Home Infusion Services, Inc.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BIOSCRIP PBM SERVICES, LLC (as successor to MIM Health Plans, Inc.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BIOSCRIP PHARMACY SERVICES, INC. (f/ka/ Scrip Pharmacy, Inc.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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BIOSCRIP INFUSION SERVICES, LLC (f/ka/ American Disease Management Associates, LLC)

By: \_\_\_\_\_  
Name:  
Title:

HFG HEALTHCO-4 LLC

By: HFG Healthco-4, Inc., a member

By: \_\_\_\_\_  
Name:  
Title: