

**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): August 11, 2008**

**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 Securities 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 August 11, 2008, BioScrip, Inc. (the “Company”), through its subsidiaries BioScrip Pharmacy Services, Inc., BioScrip Infusion Services, Inc., BioScrip Pharmacy (NY), Inc., BioScrip PBM Services, LLC, BioScrip Pharmacy, Inc., Natural Living, Inc., BioScrip Infusion Services, LLC and Bradhurst Specialty Pharmacy, Inc. (collectively, the “Borrowers”), entered into a Third Amendment to the Amended and Restated Loan and Security Agreement (the “LSA”) among the Borrowers and HFG Healthco-4 LLC, an affiliate of Healthcare Finance Group, Inc. (“HFG”), which increased the amount of the revolving commitment under the LSA from \$75,000,000 to \$85,000,000. The increase in the amount of the revolving commitment was necessary in order to fund the Company’s increased working capital requirements primarily as a result of increased sales.

The foregoing summary is qualified in its entirety by reference to the complete text of the Third Amendment to the LSA, a copy of which is attached as Exhibit 10.1 hereto.

**Item 9.01 Financial Statements and Exhibits.**

(c) Exhibits. The following are furnished as exhibits to this Current Report:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Third Amendment to the Amended and Restated Loan and Security 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: August 14, 2008

BIOSCRIP, INC.

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

**THIRD AMENDMENT**, dated as of August 11, 2008 ("**Third Amendment**"), to the AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT, dated as of September 26, 2007 (as amended, restated, supplemented or otherwise modified, the "**LSA**"), among BioScrip Pharmacy Services, Inc. ("**Pharmacy Services**"), BioScrip Infusion Services, Inc. ("**Infusion Services Inc**"), BioScrip Pharmacy (NY), Inc. ("**Pharmacy (NY)**"), BioScrip PBM Services, LLC ("**PBM Services**"), BioScrip Pharmacy, Inc. ("**Pharmacy**"), Natural Living, Inc. ("**Natural Living**"), BioScrip Infusion Services, LLC ("**Infusion Services LLC**") and Bradhurst Specialty Pharmacy, Inc. ("**Bradhurst**", and together with Pharmacy Services, Infusion Services Inc, Pharmacy (NY), PBM Services, Pharmacy, Natural Living and Infusion Services LLC, each a "**Borrower**" and collectively, jointly and severally, the "**Borrowers**"), as borrowers, and HFG Healthco-4 LLC (together with its successors and assigns, the "**Lender**"), as the lender. Unless otherwise defined herein, terms in the LSA are used herein as therein defined.

The Borrowers and the Lender have agreed to amend the LSA on the terms and subject to the conditions set forth herein.

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 LSA.**

1.1. Effective as of the Effective Date, Section 1.02(a) of the LSA is hereby amended by (i) deleting the figure "\$75,000,000" appearing on the second line thereof, and (ii) substituting therefor the figure "\$85,000,000".

#### **SECTION 2. CONDITIONS PRECEDENT**

2.1. Effective Date of this Third Amendment. This Third Amendment shall become effective as of the date (the "**Effective Date**") at such time when:

(a) the Lender shall have received fully executed counterparts of this Third Amendment; and

(b) the Lender shall have received the fee contemplated under Section 1.02(d) of the LSA with respect to the increase of the Revolving Commitment effectuated hereunder in immediately available funds.

#### **SECTION 3. MISCELLANEOUS**

3.1. The Borrowers each hereby certify, represent and warrant that, after giving effect to this Third Amendment, (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 LSA 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 Default or Event of Default has occurred or is continuing (nor any event that but for notice or lapse of time or both would constitute a Default or an Event of Default), (iii) each of the Borrowers has the corporate power and authority to execute and deliver this Third Amendment, and (iv) no consent of any other person (including,

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without limitation, shareholders or creditors of any Borrower), 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 Third Amendment, other than, in each case, such that have been obtained.

3.2. The terms “Agreement”, “hereof”, “herein” and similar terms as used in the LSA shall mean and refer to, from and after the effectiveness of this Third Amendment, the LSA as amended by this Third 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, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the LSA or any other Document and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the LSA and the other Documents, as amended, waived or otherwise modified hereof, are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their terms from and after the date of this Third Amendment.

3.3. Parent and Chronimed, LLC (f/k/a Chronimed Inc.) each hereby ratifies its Guarantee of the Guaranteed Obligations (as defined in that certain Amended and Restated Guaranty, effective as of October 1, 2007, made by Parent and Chronimed, LLC (f/k/a Chronimed Inc.) (the “**Guaranty**”)) pursuant to the Guaranty and each of the Borrowers, Parent and Chronimed, LLC (f/k/a Chronimed Inc.) hereby ratifies its grant of a security interest made under the Documents.

3.4. This Third Amendment shall constitute a Document under the LSA

**3.5. THIS THIRD 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.**

3.6. The captions in this Third Amendment are for convenience of reference only, are not part of this Third Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Third Amendment.

3.7. Any provision of this Third Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

3.8. This Third 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.

3.9. Delivery of an executed counterpart of a signature page by telecopier, .pdf or similar electronic transmission shall be effective as delivery of a manually executed counterpart.

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

**BIOSCRIP INFUSION SERVICES, INC.**

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

**BIOSCRIP PBM SERVICES, LLC**

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

**NATURAL LIVING, INC.**

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

**BIOSCRIP INFUSION SERVICES, LLC**

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

**Solely with respect to Section 3.3 hereof:**

**BIOSCRIP, INC.**

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

**BIOSCRIP PHARMACY SERVICES, INC.**

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

**BIOSCRIP PHARMACY (NY), INC.**

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

**BIOSCRIP PHARMACY, INC.**

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

**BRADHURST SPECIALTY PHARMACY, INC.**

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

**CHRONIMED, LLC (f/k/a Chronimed Inc.)**

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

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**HFG HEALTHCO-4 LLC,**  
as Lender

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

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

Name:

Title: