

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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): March 1, 2017

BIOSCRIP, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

001-11993
(Commission File Number)

05-0489664
(I.R.S. Employer
Identification No.)

1600 Broadway, Suite 950, Denver, Colorado
(Address of principal executive offices)

80202
(Zip Code)

Registrant's telephone number, including area code: (720) 697-5200

N/A
(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 1.01 Entry into a Material Definitive Agreement.

On March 1, 2017, Bioscrip, Inc. (the “Company”) entered into a Stock Purchase Agreement (the “Purchase Agreement”) with the purchasers named therein (the “Purchasers”). Pursuant to the Purchase Agreement, the Company sold an aggregate of 3,300,000 shares of its common stock (the “Shares”) for aggregate gross proceeds of approximately \$5,070,780 in a private placement transaction (the “Private Placement”). The purchase price for each Share was \$1.5366, which was negotiated between the Company and the Purchasers based on the volume-weighted average price of the Company’s common stock on the NASDAQ Global Market on March 1, 2017.

In connection with the Private Placement, the Company entered into a Registration Rights Agreement (the “Registration Rights Agreement”) with the Purchasers. Pursuant to the Registration Rights Agreement, the Company agreed to prepare and file a registration statement with the Securities and Exchange Commission (the “SEC”) within ten (10) days of the date it files its annual report on Form 10-K for the fiscal year ended December 31, 2016, for purposes of registering the resale of the Shares and any shares of common stock issued as a dividend or other distribution with respect to the Shares. The Company also agreed, among other things, to indemnify the selling holders under the registration statement from certain liabilities and to pay all fees and expenses (excluding underwriting discounts and selling commissions and legal fees) incident to the Company’s obligations under the Registration Rights Agreement.

Proceeds from the Private Placement will be used for working capital and general corporate purposes.

The Private Placement is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”) pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act.

The securities sold and issued in the Private Placement were not registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration with the SEC or an applicable exemption from the registration requirements.

The foregoing description of the Purchase Agreement and the Registration Rights Agreement is qualified in its entirety by reference to the Purchase Agreement and the Registration Rights Agreement, copies of which are attached hereto as exhibits 10.1 and 4.1 respectively.

Item 3.02 Unregistered Sales of Equity Securities.

The information called for by this item is contained in Item 1.01, which is incorporated by reference into this Item 3.02.

Item 8.01 Other Events.

On March 2, 2017, the Company issued a press release announcing the entry into the Purchase Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Unless otherwise indicated, the following exhibits are filed herewith:

| Exhibit No. | Description of Exhibit |
|--------------------|---|
| 4.1 | Registration Rights Agreement, dated March 1, 2017, by and among the Company and the investors named therein. |
| 10.1 | Stock Purchase Agreement, dated March 1, 2017, by and among the Company and the investors named therein. |
| 99.1 | Press Release, dated March 2, 2017. |

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 hereunto duly authorized.

BIOSCRIP, INC.

Date: March 2, 2017

/s/ Kathryn Stalmack
By: Kathryn Stalmack
Senior Vice President, General Counsel and Secretary

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made and entered into as of March 1, 2017, by and among BioScrip, Inc., a Delaware corporation (the "**Company**"), Venor Capital Master Fund Ltd., Map 139 Segregated Portfolio of LMA SPC, Venor Special Situations Fund II LP and Trevithick LP, (each a "**Stockholder**" and, collectively, the "**Stockholders**"). Each of the Company and the Stockholders may be referred to in this Agreement as a "**Party**," and, collectively, as the "**Parties**." Capitalized terms used but not otherwise defined herein have the meanings assigned such terms in Section 9 of this Agreement.

A. The Company and the Stockholders are parties to that certain Stock Purchase Agreement, dated as of March 1, 2017 (the "**Purchase Agreement**"), pursuant to which the Stockholders are purchasing an aggregate of 3,300,000 shares of the Company's common stock (the "**Purchased Shares**").

B. In connection with the transactions contemplated by the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, the Parties desire to enter into this Agreement in order to grant to the Stockholders and certain of their respective permitted transferees certain registration rights covering the Purchased Shares, all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Stockholders hereby agree as follows:

1. Shelf Registrations.

(a) The Company shall (i) cause to be filed a shelf registration statement on Form S-3 pursuant to Rule 415 under the Securities Act (the "**Registration Statement**"), within ten (10) days of the date it files its annual report on Form 10-K for the fiscal year ended December 31, 2016 (such date being the "**Shelf Filing Deadline**"), which Registration Statement shall provide for resales of all Registrable Securities the Holders of which shall have provided the information required pursuant to Section 2(c) hereof; (ii) if the Registration Statement gets "no review" or "limited review" from the SEC use its reasonable best efforts to cause such Registration Statement to become or be declared effective by the SEC at the earliest possible time, but in no event later than the 30th day after the Shelf Filing Deadline (or if such 30th day is not a Business Day, the next succeeding Business Day); and (iii) if the Registration Statement is reviewed by the SEC, use its reasonable best efforts to cause such Registration Statement to be declared effective by the SEC at the earliest possible time, but in no event later than the 75th day after the Shelf Filing Deadline (or if such 75th day is not a Business Day, the next succeeding Business Day).

(b) The Company shall use its reasonable best efforts to keep such Registration Statement continuously effective, supplemented and amended as required by the provisions of Sections 2(a) and (b) hereof to the extent necessary to ensure that it is available for resales of Registrable Securities entitled to the benefit of Section 1(a), and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the SEC as announced from time to time, for a period of at least one year following the effective date of such Registration Statement (or shorter period that will terminate when all the Securities covered by such Registration Statement have been sold pursuant to such Registration Statement or are otherwise no longer Registrable Securities).

2. Registration Procedures.

(a) In connection with the Registration Statement, the Company shall comply with all the provisions of Section 2(b) hereof and shall use its commercially reasonable efforts to effect such registration to permit the sale of the Registrable Securities being sold in accordance with the intended method or methods of distribution thereof, and pursuant thereto the Company will as expeditiously as is commercially reasonable prepare and file with the SEC a Registration Statement relating to the registration, which form shall be available for the sale of the Registrable Securities in accordance with the intended method or methods of distribution thereof.

(b) In connection with the Registration Statement and any prospectus required by this Agreement to permit the sale or resale of Registrable Securities, the Company shall:

(i) respond to written comments received from the SEC upon a review of the Registration Statement as promptly as reasonably possible;

(ii) promptly notify each Holder of the effectiveness of the Registration Statement filed hereunder; by 9:30 a.m. (New York time) on the second Business Day following such effectiveness, file with the SEC in accordance with Rule 424 under the Securities Act the final prospectus to be used in connection with sales pursuant to the Registration Statement; and prepare and file with the SEC such amendments and supplements to the Registration Statement and the prospectus used in connection therewith, and otherwise take such actions, as may be necessary to keep the Registration Statement effective for the period set forth in Section 1(b), and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in the Registration Statement;

(iii) promptly furnish to each Holder such number of copies of the Registration Statement, each amendment and supplement thereto, the prospectus included in such Registration Statement (including each preliminary prospectus) and such other documents as the Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by each Holder;

(iv) if applicable, use commercially reasonable efforts to register or qualify the shares covered by the Registration Statement under such other securities or blue sky laws of such jurisdictions as each Holder shall reasonably request and do any and all other acts and things which may be reasonably necessary or advisable to enable each Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Holder (provided that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction);

(v) notify each Holder at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in the Registration Statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, as expeditiously as possible following the happening of such event, prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading;

(vi) without limiting any obligations of the Company under the Purchase Agreement, use its commercially reasonable efforts to (x) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange or (y) if such listing is not then permitted, or no similar securities issued by the Company are then so listed, secure a designation and quotation of all of the Registrable Securities covered by each Registration Statement on the OTC Bulletin Board;

(vii) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of the Registration Statement;

(viii) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder, and which requirement will be deemed satisfied if the Company timely files complete and accurate information on Forms 10-Q and 10-K and Current Reports on Form 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(ix) in the event of the issuance of any stop order suspending the effectiveness of the Registration Statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Common Stock included in such Registration Statement for sale in any jurisdiction, the Company shall promptly notify each Holder and use commercially reasonable efforts promptly to obtain the withdrawal of such order;

(x) use reasonable best efforts to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the Holders thereof to consummate the disposition of such Registrable Securities; and

(xi) cooperate with each Holder and any broker or dealer through which any such Holder proposes to sell its Registrable Securities in effecting a filing with FINRA pursuant to FINRA Rule 5110 as requested by such Holder.

(c) Each Holder that requested that any Registrable Securities be registered pursuant to this Agreement shall deliver to the Company such requisite information with respect to itself and its Registrable Securities as the Company may reasonably request for inclusion in the Registration Statement (and the prospectus included therein) as is necessary to comply with all applicable rules and regulations of the SEC, and that it will promptly notify the Company of any material changes in the information set forth in the Registration Statement furnished by or regarding the Holder or its plan of distribution.

(d) The Holders shall not effect sales of the shares covered by the Registration Statement (i) prior to the withdrawal of any stop order suspending the effectiveness of the Registration Statement, or of any order suspending or preventing the use of any related prospectus or suspending the registration or qualification of any Registrable Securities included in the Registration Statement for sale in any jurisdiction where such shares had previously been registered or qualified or (ii) after receipt of facsimile or other written notice from the Company instructing such Holders to suspend sales to permit the Company to correct or update the Registration Statement or prospectus until such Holder receives copies of a supplemented or amended prospectus that corrects the misstatement(s) or omission(s) referred to above and receives notice that any required post-effective amendment has become effective. Such Holder agrees that it will immediately discontinue offers and sales of Registrable Securities under the Registration Statement until such Holder receives copies of a supplemented or amended prospectus that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective.

(e) Notwithstanding anything herein to the contrary, the Company shall have the right to suspend the use of a Registration Statement for a period of not greater than forty-five (45) consecutive days and for not more than ninety (90) days in any twelve (12) month period ("**Blackout Period**"), if, in the good faith opinion of the Board of Directors of the Company, after consultation with counsel, material, nonpublic information exists, including without limitation the proposed acquisition or divestiture of assets by the Company, a strategic alliance or a financing transaction involving the Company or the existence of pending material corporate developments, the public disclosure of which would be necessary to cause the Registration Statement to be materially true and to contain no material misstatements or omissions, and in each such case, where, in the good faith opinion of the Board of Directors, such disclosure would be reasonably likely to have a Material Adverse Effect (as defined in the Purchase Agreement) on the Company or on the proposed transaction. The Company must give the Holders notice promptly upon knowledge that a Blackout Period (without indicating the nature of such Blackout Period) may occur and prompt written notice if a Blackout Period will occur and such notices must be acknowledged in writing by the Investors. Upon the conclusion of a Blackout Period the Company shall provide the Holder written notice that the Registration Statement is again available for use. For the avoidance of doubt, the delivery of notice that Blackout Period may or will occur is not material non-public information that will otherwise prohibit the Investors from trading the Company's securities, and the Investors will not be violating any duty to the Company (or misappropriating any information) if any of them do in fact so trade.

3. Registration Expenses. All expenses (other than Selling Expenses) incident to the Company's performance of or compliance with this Agreement, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, fees and disbursements of custodians, and fees and disbursements of counsel for the Company and independent certified public accountants, underwriters (excluding fees, discounts and commissions) and other persons retained by the Company, and reasonable fees and expenses of one counsel for the Holders in connection with any Registration Statement (all such expenses being herein called "**Registration Expenses**"), shall be borne by the Company. The Company shall not be liable for any Selling Expenses. As used herein, the term "**Selling Expenses**" shall mean, collectively, any selling commissions, discounts or brokerage fees. Selling Expenses shall be borne by the respective seller thereof, in proportion to the respective number of shares of Registrable Securities sold by each of them.

4. Holder's Obligations. Each Holder covenants and agrees that, in the event the Company informs such Holder in writing that it does not satisfy the conditions specified in Rule 172 and, as a result thereof, such Holder is required to deliver a prospectus in connection with any disposition of Registrable Securities, it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to the Registration Statement, and shall sell the Registrable Securities only in accordance with a method of distribution described in the Registration Statement.

5. Indemnification.

(a) The Company shall indemnify, to the extent permitted by applicable law, each Holder, its officers, directors, partners, managers, members, investment managers, employees, agents and representatives, and each Person who controls each Holder (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) against all losses, claims, damages, liabilities and expenses (including reasonable legal expenses) arising out of or based upon (i) any untrue or alleged untrue statement of material fact contained in (or incorporated by reference therein) the Registration Statement, free writing prospectus, prospectus or preliminary prospectus, filing under any state securities (or blue sky) law or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement, or (iii) any breach or violation of this Agreement; provided, however, that the Company shall not be liable to any such indemnified party in any such case to the extent that (A) such claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in (or incorporated by reference therein) the Registration Statement, free writing prospectus, prospectus or preliminary prospectus, filing under any state securities (or blue sky) law or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact in reliance upon and in conformity with information furnished to the Company by or on behalf of such Holder or its representatives by or on behalf of such Holder expressly for use therein, or (B) such claim is related to the use by a Holder or underwriter, if any, of an outdated or defective prospectus after such party has received written notice from the Company that such prospectus is outdated or defective

(b) Each Holder shall, severally and not jointly, to the extent permitted by applicable law, indemnify the Company, its directors and officers and each Person who controls the Company (within the meaning of Section 15 the Securities Act and Section 20 of the Exchange Act), to the fullest extent permitted by applicable law, against any losses, claims, damages, liabilities and expenses (including reasonable legal expenses) arising out of or based upon any untrue or alleged untrue statement of material fact contained in (or incorporated by reference therein) the Registration Statement, free writing prospectus, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements herein not misleading, but only to the extent that such untrue statement or omission was made in reliance upon and in conformity with any information furnished in writing to the Company by such Holder or its representatives by or on behalf of such Holder expressly for use therein; provided that each Holder shall be liable under this Section 6(b) of this Agreement (and otherwise) for only up to the amount of net amount of proceeds actually received by each Holder as a result of the sale of Registrable Securities pursuant to the Registration Statement giving rise to such indemnification obligation.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) unless, in the Company's reasonable judgment, a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. After written notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim, the indemnifying party shall not be subject to any liability for any settlement subsequently made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of the Company, a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which case the indemnifying party shall be liable for the fees and expenses of one additional firm of attorneys with respect to the indemnified parties. The indemnifying party shall keep the indemnified party reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect to such claim. No indemnifying party shall, without the prior written consent of the indemnified party, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a full release from all liability with respect to such claim.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, partner, manager, member, investment manager, employee, agent, representative or controlling Person of such indemnified party and shall survive the transfer of Registrable Securities. The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the indemnified party against the indemnifying party or others, and (ii) any liabilities to which the indemnifying party may be subject pursuant to the law.

(e) If the indemnification provided for in this Section 5 of this Agreement is unavailable to or is insufficient to hold harmless an indemnified party under the provisions above in respect to any losses, claims, damages or liabilities referred to therein, then the indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities to the fullest extent permitted by law; provided, however, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation, and (ii) contribution by each Holder shall be limited in amount to the net amount of proceeds actually received by such Holder from the sale of such Registrable Securities pursuant to the applicable Registration Statement, less the amount of any damages that such Holder has otherwise been required to pay in connection with such sale.

6. Reports under the Exchange Act. With a view to making available to the each Holder the benefits of Rule 144 under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration (“**Rule 144**”), at all times during which there are Registrable Securities outstanding that have not been previously (i) sold to or through a broker or dealer or underwriter in a public distribution or (ii) sold in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act under Section 4(1) thereof, in the case of either clause (i) or clause (ii) in such a manner that, upon the consummation of such sale, all transfer restrictions and restrictive legends with respect to such shares are removed upon the consummation of such sale, the Company agrees to use its commercially reasonable efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act, so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to each Holder so long as such Holder owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144 and the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit each Holder to sell such securities pursuant to Rule 144 without registration.

Upon the request of any Investor, if any Registrable Securities cease to be so because the conditions set forth in clause (C) of the definition of “Registrable Securities” have been met, the Company will remove any restrictive legends on such securities and cause its transfer agent to transfer such securities to the brokerage account designated by such Investor in accordance with such request.

7. Preservation of Rights. Without the prior written consent of a Majority-in-Interest, the Company shall not, on or after the date of this Agreement, (i) grant any registration rights to third parties which are inconsistent with the rights granted hereunder, or (ii) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that is inconsistent with or violates or subordinates the rights expressly granted to each Holder in this Agreement, such as (A) affecting the ability of each Holder to include the Registrable Securities in a registration undertaken pursuant to this Agreement or (B) affecting the marketability of such Registrable Securities in any such registration (including effecting a stock split or a combination of shares).

8. Definitions.

“**Affiliate**” means (i) any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such other Person, (ii) any executive officer or general partner of such other Person and (iii) any legal entity for which such Person acts as executive officer or general partner, and “**control**” for these purposes means the direct or indirect power to direct or cause the direction of the management and policies of another Person, whether by operation of law or regulation, through ownership of securities, as trustee or executor or in any other manner.

“**Business Day**” means any day on which the principal offices of the SEC in Washington, DC are open to accept filings.

“**Commission Guidance**” means (i) any publicly available written guidance or rule of general applicability of the SEC staff or (ii) written comments, requirements or requests of the SEC staff to the Company in connection with the review of a Registration Statement.

“**Common Stock**” means the common stock, par value \$0.01 per share, of the Company, and includes all securities of the Company issued or issuable with respect to such securities by way of a stock split, stock dividend, or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, or other corporate reorganization.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder.

“**FINRA**” means the Financial Industry Regulatory Authority, and any agency or authority succeeding to the functions thereof.

“**Holder**” means (i) each Stockholder in its capacity as a holder of record of Registrable Securities, (ii) any Affiliate of a Stockholder that is a direct or indirect transferee of Registrable Securities from a Stockholder or any subsequent Holder and (iii) any direct or indirect transferee of Registrable Securities from a Stockholder or any subsequent Holder.

“**Majority-in-Interest**” means Holders of more than fifty percent (50%) of the Registrable Securities.

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity (or any department, agency or political subdivision thereof).

“**Registrable Securities**” means the Common Stock issued to the Stockholders pursuant to the Purchase Agreement, together with any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (A) the Registration Statement covering such securities has been declared effective by the SEC and such securities have been disposed of pursuant to such effective Registration Statement, (B) such securities are sold under circumstances in which all of the applicable conditions of Rule 144 (or any similar provisions then in force) under the Securities Act are met, (C) such securities are eligible for sale by the Holder without registration pursuant to Rule 144 (or any similar provisions then in force) under the Securities Act without limitation thereunder on volume or manner of sale, (D) such securities are otherwise transferred and such securities may be resold without limitation or subsequent registration under the Securities Act, (E) such securities shall have ceased to be outstanding, or (F) the stock certificates or evidences of book-entry registration relating to such securities have had all restrictive legends removed.

“**Securities Act**” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

“**SEC**” means the United States Securities and Exchange Commission, and any governmental body or agency succeeding to the functions thereof.

9. Miscellaneous.

(a) Remedies. Each Party shall be entitled to enforce its rights under any provision of this Agreement specifically to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by applicable law. The Parties agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any Party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement.

(b) Termination. All rights and obligations of the Company hereunder other than pursuant to Sections 3 and 5 hereof shall terminate on the date on which no Registrable Securities are outstanding.

(c) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended, modified or waived only upon the prior written consent of the Company, a Majority-in-Interest and any Holder that would be materially and disproportionately affected by such an amendment or waiver. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

(d) Assignment; No Third Party Beneficiaries. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. This Agreement and the rights, duties and obligations of the Holders hereunder may be freely assigned or delegated by such Holder in conjunction with and to the extent of any transfer of Registrable Securities by such Holder. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the Parties and their respective permitted successors and assigns; provided, however, that no such transfer or assignment shall be binding upon or obligate the Company to any such assignee, and no such assignee shall be deemed a Holder hereunder, unless and until the Company shall have received written notice of such transfer or assignment as herein provided and a written agreement of the assignee to be bound by the provisions of this Agreement. This Agreement is not intended to confer any rights or benefits on any Persons that are not party hereto other than as expressly set forth in Section 5 and this Section 9(d).

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party to this Agreement and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Signatures delivered by electronic methods shall have the same effect as signatures delivered in person.

(g) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(h) Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of New York applicable to parties residing in New York, without regard applicable principles of conflicts of law. Each Party irrevocably consents to the exclusive jurisdiction of any court located within New York County, New York, in connection with any matter based upon or arising out of this Agreement or the matters contemplated hereby and it agrees that process may be served upon it in any manner authorized by the laws of the State of New York for such Persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12(h).

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered: (i) upon receipt if delivered personally; (ii) three (3) Business Days after being mailed by registered or certified mail, postage prepaid, return receipt requested; (iii) one (1) Business Day after it is sent by commercial overnight courier service; or (iv) upon transmission if sent via facsimile or electronic mail with confirmation of receipt to the Parties to this Agreement at the addresses set forth in the Purchase Agreement (or at such other address for a Party as shall be specified upon like notice).

(j) Rules of Construction. The Parties agree that they have each been represented by counsel during the negotiation, preparation and execution of this Agreement (or, if executed following the date hereof by counterpart, have been provided with an opportunity to review the Agreement with counsel) and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

(k) Interpretation. This Agreement shall be construed in accordance with the following rules: (i) the terms defined in this Agreement include the plural as well as the singular; (ii) all references in the Agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of the body of this Agreement; (iii) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms; (iv) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; and (v) the words "includes" and "including" are not limiting.

[Remainder of page intentionally left blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

COMPANY:

BioScrip, Inc.

By: /s/ Kathryn Stalmack

Name: Kathryn Stalmack

Title: SVP & General Counsel

Signature Page to Registration Rights Agreement

STOCKHOLDERS:

VENOR CAPITAL MASTER FUND LTD.

By: Venor Capital Management LP

Its: Investment Manager

By: /s/ Michael Wartell

Name: Michael Wartell

Title: Co-CIO

MAP 139 SEGREGATED PORTFOLIO OF LMA SPC

By: Venor Capital Management LP

Its: Investment Advisor

By: /s/ Michael Wartell

Name: Michael Wartell

Title: Co-CIO

VENOR SPECIAL SITUATIONS FUND II LP

By: Venor Capital Management LP

Its: Investment Manager

By: /s/ Michael Wartell

Name: Michael Wartell

Title: Co-CIO

TREVITHICK LP

By: Venor Capital Management LP

Its: Investment Manager

By: /s/ Michael Wartell

Name: Michael Wartell

Title: Co-CIO

STOCK PURCHASE AGREEMENT

between

BIOSCRIP, INC.

and

THE INVESTORS NAMED HEREIN

Dated March 1, 2017

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Exhibits

- Exhibit A: Registration Rights Agreement
- Exhibit B: Exemption Letter Agreement
- Exhibit C: Form of Opinion of Company Counsel

Schedules

- Schedule 1.2: Investor Allocations

THIS STOCK PURCHASE AGREEMENT dated as of March 1, 2017 (this "Agreement"), by and among BioScrip, Inc., a Delaware corporation (the "Company"), Venor Capital Master Fund Ltd., Map 139 Segregated Portfolio of LMA SPC, Venor Special Situations Fund II LP and Trevithick LP (each, an "Investor" and, collectively, the "Investors").

RECITALS

WHEREAS, the Company desires to sell to the Investors, and the Investors desire to purchase from the Company (i) 3,300,000 shares (the "Offered Shares") of common stock of the Company, par value \$0.0001 per share ("Common Stock"); and

WHEREAS, the Company intends to use the net proceeds from the offer and sale of the Offered Shares pursuant to the terms of this Agreement (the "Offering") for general corporate purposes.

NOW THEREFORE, in consideration of the foregoing and of the agreements set forth below, the parties agree as follows:

ARTICLE 1

SALE AND PURCHASE; CLOSING

1.1 Authorization of Issuance and Sale. Subject to the terms and conditions hereof, the Company has authorized the issuance and sale of the Offered Shares (the "Purchased Securities").

1.2 Commitment to Purchase the Purchased Securities. Subject to the terms and conditions of this Agreement, the Investors hereby agree to purchase from the Company the Offered Shares, and the Company hereby agrees to issue and deliver to the Investors stock certificates representing the Shares. Schedule 1.2 sets forth the number of Shares to be purchased by each Investor (each such number of Offered Shares, an "Investor's Allocation").

1.3 Payment of the Purchase Price for the Purchased Securities. All payments pursuant to this Section 1.3 shall be made by each Investor by wire transfer of immediately available funds to the Company. The account for payment shall be designated by the Company to the Investors at least one business day prior to the Closing Date. On the Closing Date each Investor shall pay such dollar amount equal to the product of (a) \$1.5366 (the "Per Share Purchase Price") multiplied by (b) the Investor's Allocation (collectively, for all Investors, the "Shares Purchase Price").

1.4 Closing of the Purchased Securities. The closing of the purchase and sale of the Purchased Securities (the "Closing") shall take place simultaneously with the execution of this Agreement via e-mail by means of PDF copies of signed documents (with the original signed documents to be delivered promptly after Closing), or at such other time and by such other means as shall be agreed to by the Company and the Investors (such date, the "Closing Date").

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Investors as of the date hereof as follows:

2.1 Reporting Compliance. The Company has timely filed or furnished, as applicable, all forms, statements, certifications, reports and documents required to be filed or furnished by it with the Securities and Exchange Commission (“SEC”) pursuant to the Securities Act of 1933, as amended (the “Securities Act”), and the Securities Exchange Act of 1934, as amended (the “Exchange Act”). For the avoidance of doubt, except where the context otherwise requires, as used in this Article 2, the term “Company” refers to the Company and all of its subsidiaries on a consolidated basis.

2.2 Incorporation and Good Standing of the Company and its Subsidiaries. The Company and each of the Subsidiaries (i) has been duly organized or formed, as the case may be, is validly existing and is in good standing under the laws of its jurisdiction of organization, (ii) has all requisite power and authority to carry on its business and to own, lease and operate its properties and assets as described in the forms, statements, certifications, reports and documents required to be filed with or furnished to the SEC by the Company prior to the date hereof (“Company SEC Reports”) and (iii) is duly qualified or licensed to do business and is in good standing as a foreign corporation, partnership or other entity as the case may be, authorized to do business in each jurisdiction in which the nature of such businesses or the ownership or leasing of such properties requires such qualification, except where the failure to be so qualified or, solely with respect to the Subsidiaries, in good standing would not, individually or in the aggregate, have a material adverse effect on (A) the properties, business, prospects, operations, earnings, assets, liabilities or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, (B) the ability of the Company or any Subsidiary to perform its obligations in all material respects under any Transaction Document (as defined below), (C) the validity or enforceability of any of the Transaction Documents, or (D) the consummation of any of the Transactions (as defined below) (each, a “Material Adverse Effect”).

2.3 Legal Power and Authority; Noncontravention; No Injunctions.

(a) The Company has all necessary power and authority to execute, deliver and perform its obligations under the Transaction Documents and to consummate the Transactions, and no stockholder actions or other approvals are necessary for the Company’s execution, delivery and performance of its obligations under the Transaction Documents and to consummate the Transactions. The consummation of the Transactions contemplated will not conflict with nor result in a violation of the Company’s certificate of incorporation or by-laws or any laws or regulations applicable to the Company.

(b) No injunction or order has been issued that would prevent or suspend the issuance or sale of any of the Offered Shares in any jurisdiction or would prevent the offer and sale of the Offered Shares pursuant to this Agreement or the subsequent filing of a registration statement with the SEC to register resales of the Purchased Securities as contemplated by the form of registration rights agreement attached hereto as Exhibit A (the “Registration Rights Agreement”) and together with this Agreement and the form of letter agreement attached hereto as Exhibit B (the “Exemption Letter”), the “Transaction Documents”), and no proceeding for either such purpose has commenced or is pending or, to the knowledge of the Company, is threatened.

2.4 Authorization of Agreements; Enforceability. Each of this Agreement, the Registration Rights Agreement and the Exemption Letter has been duly and validly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company a, enforceable against the Company in accordance with its terms, except that the enforcement thereof may be subject to (i) bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, fraudulent transfer or other similar laws now or hereafter in effect relating to creditors' rights generally, (ii) general principles of equity (whether applied by a court of law or equity) and the discretion of the court before which any proceeding therefor may be brought and (iii) with respect to the rights to indemnity or contribution hereunder, federal and state securities laws and public policy considerations.

2.5 No Consents. No consent, approval, authorization, order, filing or registration of or with any U.S. or non-U.S. federal, state, local or other governmental or regulatory authority, governmental or regulatory agency or body, court, arbitrator or self-regulatory organization (each, a "Governmental Authority") or third party is required for execution, delivery or performance of the Transaction Documents or the consummation of the Transactions, except (i) those that have been official or made, as the case may be, that are in full force and effect, (ii) as may be required under any federal securities laws or the securities or "Blue Sky" laws of U.S. state or non-U.S. jurisdictions and (iii) as may be required by the rules of The NASDAQ National Market.

2.6 No Material Misstatement or Omission. The Company SEC Reports filed on or after March 3, 2016 as of the respective dates upon which they were filed with the SEC (and as updated by information contained in subsequent filings by the Company with the SEC) did not include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the financial statements included (or to be included) therein (as updated by information contained in subsequent filings by the Company with the SEC) fairly present, in all material respects, the consolidated financial position of the Company as of the dates indicated therein and the results of the Company's operations, changes in stockholders' equity and cash flows for the periods specified therein.

ARTICLE 3

REPRESENTATIONS OF THE INVESTORS

Each Investor, severally and not jointly, represents to the Company as follows:

3.1 Existence and Good Standing; Authority. Such Investor is validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to carry on its business as now conducted.

3.2 Authorization of Agreements; Enforceability. Each of this Agreement, the Registration Rights Agreement and the Exemption Letter has been duly and validly authorized, executed and delivered by such Investor. Each of this Agreement and the Exemption Letter is valid, binding and enforceable against such Investor in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, fraudulent transfer or other similar laws now or hereafter in effect relating to creditors' rights generally, (ii) general principles of equity (whether applied by a court of law or equity) and the discretion of the court before which any proceeding therefor may be brought and (iii) with respect to the rights to indemnity or contribution hereunder, federal and state securities laws and public policy considerations.

3.3 Accredited Investor. Such Investor is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act.

3.4 Knowledge of Business; Reliance on Own Investigation. Such Investor has knowledge and experience in financial and business matters; is familiar with the investments of the type that it is undertaking to purchase; is fully aware of the problems and risks involved in making an investment of this type; and is capable of evaluating the merits and risks of this investment. Such Investor has evaluated the merits and risks of the transactions contemplated by this Agreement. In deciding to purchase the Offered Shares pursuant to this Agreement, such Investor has not relied, and will not hereafter rely, on the Company or any of its affiliates, representatives, agents or financial, legal or other professional advisers with respect to any of such matters, except for those representations and warranties of the Company expressly set forth in Article 2. Such Investor acknowledges that (i) the Company currently intends to publicly disclose information about its financial results for the period ending December 31, 2016, on March 3, 2017, and (ii) such disclosure may contain information that is materially different from the Company's current public filings.

3.5 Investment Intent. Such Investor is acquiring the Purchased Securities in the ordinary course of its business and for its own account, with the intention of holding such shares for investment purposes and with no present intention of participating, directly or indirectly, in a distribution of such shares in violation of applicable securities laws.

3.6 No Manipulation or Stabilization of Price. Such Investor has not taken and will not take, directly or indirectly, any action designed to, or that would constitute or that might reasonably be expected to, cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company in order to facilitate the sale or resale of any securities of the Company, and such Investor is not aware of any such action taken or to be taken by any person.

3.7 Compliance with Securities Laws. Such Investor will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Purchased Securities except in compliance with the Securities Act, and the rules and regulations promulgated thereunder, and such Investor acknowledges that certificates representing such the Purchased Securities shall bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT, AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR UNLESS SUCH OFFER, SALE, TRANSFER OR HYPOTHECATION IS IN COMPLIANCE WITH THE REQUIREMENTS OF RULE 144 PROMULGATED UNDER THE ACT.

3.8 Share Ownership. As of the date of this Agreement, except as described in the Exemption Letter, neither such Investor nor any of its Affiliates owns, directly or indirectly, beneficially (as such term is used in Rule 13d-3 promulgated under the Exchange Act) or of record, any capital stock or other securities of the Company or any options, warrants or other rights to acquire capital stock or other securities of, or any other economic interest (through derivative securities or otherwise) in, the Company except pursuant to this Agreement.

ARTICLE 4

CONDITIONS TO CLOSING

4.1 Conditions to Obligations of the Investors for Closing. The Investors acknowledge that the following conditions have been satisfied, or have been waived on or before Closing:

(a) Registration Rights Agreement. The Company shall have executed and delivered to the Investors the Registration Rights Agreement, in the form attached hereto as Exhibit A.

(b) Exemption Letter. The Company shall have executed and delivered to the Investors the Exemption Letter, in the form attached hereto as Exhibit B.

(c) Required Consents. All consents, approvals and other actions of, and notices and filings with, all Governmental Authorities and other third parties, as may be necessary or required under law or any contract to which the Company is a party with respect to the execution and delivery by the parties of the Transaction Documents and the consummation by the parties of the transactions contemplated thereby, shall have been obtained or made, except for any filings, consents and approvals required under any federal or state securities laws required to be made following Closing.

(d) Authorizing Actions of the Company. The Investors shall have received certified copies of all requisite corporate actions taken by the Company to authorize the Company’s execution and delivery of the Transaction Documents to which it is a party and its consummation of the transactions contemplated thereby, and such other documents and other instruments as the Investors or their counsel may reasonably request.

(e) Opinion of Counsel. The Investors shall have received from Dechert LLP, counsel to the Company, a legal opinion, dated as of the Closing Date delivered together with this Agreement.

4.2 Conditions to Obligations of the Company for Closing. The Company acknowledges that the following conditions have been satisfied, or have been waived on or before Closing:

(a) Compliance with Covenants. The Investors shall have performed and complied in all material respects with all agreements and covenants contained in the Transaction Documents as of the Closing Date.

(b) Registration Rights Agreement. The Investors shall have executed and delivered to the Company the Registration Rights Agreement, in the form attached hereto as Exhibit A.

(c) Exemption Letter. The Investors shall have executed and delivered to the Company the Exemption Letter, in the form attached hereto as Exhibit B.

(d) Required Consents. All consents, approvals and other actions of, and notices and filings with, all Governmental Authorities as may be necessary or required with respect to the execution and delivery by the parties of the Transaction Documents and the consummation by the parties of the transactions contemplated thereby, shall have been obtained or made, including all filings, consents and approvals required under any state securities laws.

ARTICLE 5

INDEMNIFICATION

5.1 Indemnification by the Company. The Company shall indemnify, defend and hold the Investors and their Affiliates and each officer, director, member, partner, Affiliate, employee, agent and representative of the Investors (collectively, "Investor Indemnitees") harmless against all liability, loss, and damage (including taxes thereon) together with all reasonable and properly documented costs and expenses related thereto (including reasonable and properly documented legal fees and expenses), relating to or arising from any breach of any of the representations, warranties, covenants or agreements of the Company contained in the Transaction Documents. In the event that any Investor Indemnitee claims any such right of indemnification, such Investor Indemnitee shall provide to the Company written notice thereof, together with reasonable detail regarding such claims and in the event that such claim involves third party claims, allow the Company at its expense to defend such claim(s) on the Investor Indemnitee's behalf. The Company shall promptly reimburse each Investor Indemnitee for any reasonable and properly documented legal and any other necessary expenses incurred by such Investor Indemnitee in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action, but only to the extent incurred prior to the assumption by the Company of the defense thereof. Any reimbursement by the Company under this Section 5.1 shall be within sixty (60) days, provided that any individual expense in excess of \$10,000 shall require the Company's prior approval. Notwithstanding the foregoing, the Company reserves the right to withhold approval where in the good faith judgment of the Company, the expenses are not reasonable or properly documented. The Company agrees that it will not, without the Investor Indemnitee's prior written consent, settle or compromise any claim or consent to entry of any judgment in respect thereof in any pending or threatened action, suit, claim or proceeding in respect of which indemnification has been sought hereunder unless such settlement or compromise includes an unconditional release of such Investor Indemnitee from all liability arising out of such action, suit, claim or proceeding. The obligations of the Company under this Article 5 shall survive Closing and the transfer, conversion, exchange or redemption of any Offered Shares; provided, however, that the obligations of the Company under this Article 5 with respect to breach of the representations contained in Sections 2.1, 2.3(b), 2.5 and 2.6 shall expire one (1) year from the date hereof. Notwithstanding anything contained in the Transaction Documents to the contrary, the Company shall not be liable to any Investor Indemnitee for any consequential, incidental, indirect, special, exemplary or punitive damages of such Investor Indemnitee relating to any matters for which indemnification is provided for under this Article 5, other than any such damages arising from a claim of a third party. Except for intentional fraud, the provisions of this Article 5 are intended to and shall provide for the exclusive monetary remedy for any and all Investor Indemnitees for the matters for which an Investor Indemnitee may be indemnified under this Article 5 following Closing.

5.2 Indemnification by the Investors. Each Investor shall, severally, not jointly, indemnify, defend and hold the Company and their Affiliates and each officer, director, member, partner, Affiliate, employee, agent and representative of the Company (collectively, “Company Indemnitees”) harmless against all liability, loss, and damage (including taxes thereon) together with all reasonable and properly documented costs and expenses related thereto (including reasonable and properly documented legal fees and expenses), relating to or arising from any breach of any of the representations, warranties, covenants or agreements of the Investors contained in the Transaction Documents. In the event that any Company Indemnitee claims any such right of indemnification, such Company Indemnitee shall provide to such Investor written notice thereof, together with reasonable detail regarding such claims and in the event that such claim involves third party claims, allow such Investor at its expense to defend such claim(s) on the Company Indemnitee’s behalf. Such Investor shall promptly reimburse the Company Indemnitee for any reasonable and properly documented legal and any other necessary expenses incurred by the Company Indemnitee in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action, but only to the extent incurred prior to the assumption by such Investor of the defense thereof. Any reimbursement by the Investor under this Section 5.2 shall be within sixty (60) days, provided that any individual expense in excess of \$10,000 shall require such Investor’s prior approval. Notwithstanding the foregoing, such Investor reserves the right to withhold approval where in the good faith judgment of such Investor, the expenses are not reasonable or properly documented. The Company agrees that it will not, without the Company Indemnitee’s prior written consent, settle or compromise any claim or consent to entry of any judgment in respect thereof in any pending or threatened action, suit, claim or proceeding in respect of which indemnification has been sought hereunder unless such settlement or compromise includes an unconditional release of such Company Indemnitee from all liability arising out of such action, suit, claim or proceeding. The obligations of such Investor under this Article 5 shall survive Closing and the transfer, conversion, exchange or redemption of any Offered Shares. Notwithstanding anything contained in the Transaction Documents to the contrary, such Investor shall not be liable to any Company Indemnitee for any consequential, incidental, indirect, special, exemplary or punitive damages of such Company Indemnitee relating to any matters for which indemnification is provided for under this Article 5, other than any such damages arising from a claim of a third party. Except for fraud, the provisions of this Article 5 are intended to and shall provide for the exclusive monetary remedy for any and all Company Indemnitees for the matters for which a Company Indemnitee may be indemnified under this Article 5 following Closing.

ARTICLE 6

MISCELLANEOUS

6.1 Construction. Unless the context of this Agreement otherwise requires, (a) words of any gender are deemed to include the other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this Agreement as a whole and not to any particular provision; (d) the terms “Article,” “Section,” “Schedule” and “Exhibit” refer to the specified Article or Section of or Schedule or Exhibit to this Agreement; (e) the term “including” and other forms of such term, with respect to any matter or thing, mean “including but not limited to” such matter or thing; (f) the term “control” shall include, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise; (g) all references to “dollars” or “\$” refer to currency of the United States of America; and (h) when calculating the period of time within or following which any act is to be done, any notice is to be given or any other action is to be taken, the date which is the reference date in such period shall be excluded and if the last day of such period is not a business day, then such period shall end on the next succeeding day that is a business day.

6.2 Fees and Expenses. Each of the Company, on the one hand, and the Investors, on the other hand, shall pay all of their respective expenses incurred in connection with the preparation, execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby; provided, however, that the Company shall pay, and hold the Investors, their Affiliates and each of their representatives harmless against all liability for the payment of (i) the reasonable and properly documented fees and charges of Akin Gump Strauss Hauer & Feld LLP, counsel to the Investors, up to a maximum amount of \$25,000 that are incurred in connection with the consummation of the transactions contemplated thereby, including the preparation, execution and delivery of the Transaction Documents and (ii) any stamp or similar taxes which may be determined to be payable in connection with the execution and delivery and performance of any Transaction Document or any modification, amendment or alteration of any Transaction Document, and all issue taxes in respect of the issuance of any Purchased Securities.

6.3 Assignment; Parties in Interest. This Agreement shall bind and inure to the benefit of the parties and each of their respective successors and permitted assigns. The Company may not assign either this Agreement or any of its rights, interests, or obligations hereunder. Each Investor may assign any of its rights, interests or obligations hereunder, only following the Closing; provided, however, that the transferee agrees in writing to be bound by, and entitled to the benefits of, this Agreement as an original party hereto. In the event that such Investor shall assign only a portion of its rights pursuant to this Agreement, or assign its rights pursuant to this Agreement in connection with the transfer of less than all of its Offered Shares, such Investor shall also retain its rights with respect to its remaining Offered Shares.

6.4 Entire Agreement; Severability. The Transaction Documents contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings among the parties with respect to such subject matters. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.5 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except the Investor Indemnitees and Company Indemnitees are intended third party beneficiaries of Article 6 hereof.

6.6 Notices. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if sent by nationally-recognized overnight courier, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

if to the Company:

BioScrip, Inc.
1600 Broadway, Suite 950
Denver, CO 80202
Attention: Dan Greenleaf, President and CEO

with a copy to:

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Scott Zimmerman

if to the Investors

Venor Capital Management LP
7 Times Square, Suite 4303
New York, NY 10036
Attention: Josh Brodman

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
Bank of America Tower
New York, NY 10036
Attention: Jeffrey L. Kochian

or to such other address as the party to whom notice is to be given may have furnished to the other parties in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery if a business day or, if not a business day, the next succeeding business day, (b) in the case of nationally-recognized overnight courier, on the next business day after the date when sent, and (c) in the case of registered or certified mail, return receipt requested and postage prepaid, on the third business day after the date when sent.

6.7 Amendments; Waivers. The terms and provisions of this Agreement may only be modified or amended pursuant to an instrument signed by the Company and the Investors. Any waiver of any term or provision of this Agreement requested by any party hereto must be granted in advance, in writing, by the Company (if an Investor is requesting such waiver) or by the holders of at least a majority of the Offered Shares outstanding at the time of such waiver (if the Company is requesting such waiver), as the case may be.

6.8 Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Any such counterpart may be delivered by facsimile, "pdf" or other form of electronic transmission and such delivery shall be deemed to be the physical delivery of a manually executed counterpart.

6.9 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.10 Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied. ANY PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT AND ENFORCED IN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH PROCEEDING. EACH OF THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE SOUTHERN DISTRICT OF NEW YORK AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. ANY JUDGMENT MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Remainder of page intentionally left blank; signatures on next succeeding page.]

IN WITNESS WHEREOF, the parties have executed and delivered this Stock Purchase Agreement on the date first above written.

BIOSCRIP, INC.

By: /s/ Kathryn Stalmack

Name: Kathryn Stalmack

Title: SVP & General Counsel

SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT

VENOR CAPITAL MASTER FUND LTD.

By: Venor Capital Management LP

Its: Investment Manager

By: /s/ Michael Wartell

Name: Michael Wartell

Title: Co-CIO

MAP 139 SEGREGATED PORTFOLIO OF LMA SPC

By: Venor Capital Management LP

Its: Investment Advisor

By: /s/ Michael Wartell

Name: Michael Wartell

Title: Co-CIO

VENOR SPECIAL SITUATIONS FUND II LP

By: Venor Capital Management LP

Its: Investment Manager

By: /s/ Michael Wartell

Name: Michael Wartell

Title: Co-CIO

TREVITHICK LP

By: Venor Capital Management LP

Its: Investment Manager

By: /s/ Michael Wartell

Name: Michael Wartell

Title: Co-CIO

SCHEDULE 1.2

| Name of Investor | Investor's Allocation |
|--|-----------------------|
| VENOR CAPITAL MASTER FUND LTD. | 635,885.00 |
| MAP 139 SEGREGATED PORTFOLIO OF LMA SPC | 122,015.00 |
| VENOR SPECIAL SITUATIONS FUND II LP | 1,362,583.00 |
| TREVITHICK LP | 1,179,517.00 |
| Total: | 3,300,000.00 |

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BioScrip Raises Approximately \$5 million in Private Placement of Common Stock

DENVER, March 2, 2017 — BioScrip, Inc. (NASDAQ:BIOS) ("BioScrip" or the "Company"), a leading national provider of infusion and home care management solutions, today announced that it entered into a Stock Purchase Agreement on March 1, 2017 for the sale of an aggregate of 3,300,000 shares of its common stock (the "Shares") for aggregate gross proceeds of approximately \$5,070,780 in a private placement transaction (the "Private Placement") to Venor Capital Management LP and affiliated funds (the "Purchasers"). The purchase price for each Share was \$1.5366, which was negotiated between the Company and the Purchasers based on the volume-weighted average price of the Company's common stock on The NASDAQ Global Market on March 1, 2017.

Proceeds from the Private Placement will be used for working capital and general corporate purposes.

The Private Placement is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act. The securities sold and issued in the Private Placement will not be registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration with the SEC or an applicable exemption from the registration requirements.

In connection with the Private Placement, the Company entered into a Registration Rights Agreement (the "Registration Rights Agreement") with the Purchasers. Pursuant to the Registration Rights Agreement, the Company agreed to prepare and file a registration statement with the Securities and Exchange Commission (the "SEC") within ten (10) days of the date it files its annual report on Form 10-K for the fiscal year ended December 31, 2016, for purposes of registering the resale of the Shares and any shares of common stock issued as a dividend or other distribution with respect to the Shares. The Company also agreed, among other things, to indemnify the selling holders under the registration statement from certain liabilities and to pay all fees and expenses (excluding underwriting discounts and selling commissions and legal fees) incident to the Company's obligations under the Registration Rights Agreement.

Dechert LLP is serving as legal advisor to BioScrip, and Akin Gump Strauss Hauer & Feld LLP is serving as legal advisor to the Purchasers.

About BioScrip, Inc.

BioScrip, Inc. is a leading national provider of infusion and home care management solutions. BioScrip partners with physicians, hospital systems, skilled nursing facilities, healthcare payors, and pharmaceutical manufacturers to provide patients access to post-acute care services. BioScrip operates with a commitment to bring customer-focused pharmacy and related healthcare infusion therapy services into the home or alternate-site setting. By collaborating with the full spectrum of healthcare professionals and the patient, BioScrip provides cost-effective care that is driven by clinical excellence, customer service, and values that promote positive outcomes and an enhanced quality of life for those it serves.

Forward-Looking Statements – Safe Harbor

This press release includes statements that may constitute "forward-looking statements," that involve substantial risks and uncertainties. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historical or current facts. In some cases, forward-looking statements can be identified by words such as "may," "should," "could," "anticipate," "estimate," "expect," "project," "outlook," "aim," "intend," "plan," "believe," "predict," "potential," "continue" or comparable terms. Because such statements inherently involve risks and uncertainties, actual future results may differ materially from those expressed or implied by such forward-looking statements. Investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those in the forward-looking statements as a result of various factors. Important factors that could cause or contribute to such differences include but are not limited to risks associated with: the Company's ability to complete the Private Placement on acceptable terms or at all, the Company's ability to integrate the acquisition of Home Solutions, the Company's ability to grow its core Infusion revenues, the Company's ability to continue to experience positive results from its financial improvement plan to reduce operating costs; the Company's ability to comply with the covenants in its debt agreements; the success of the Company's initiatives to mitigate the impact of the Cures Act on its business; reductions in federal, state and commercial reimbursement for the Company's products and services; increased government regulation related to the health care and insurance industries; as well as the risks described in the Company's periodic filings with the Securities and Exchange Commission. The Company does not undertake any duty to update these forward-looking statements after the date hereof, even though the Company's situation may change in the future. All of the forward-looking statements herein are qualified by these cautionary statements.

For Further Information:

Investor Contacts

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