
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): September 5, 2025

Cencora, Inc.

(Exact name of registrant as specified in its charter)

Commission File Number: **1-16671**

Delaware
(State or other jurisdiction of
incorporation or organization)

23-3079390
(I.R.S. Employer
Identification No.)

**1 West First Avenue
Conshohocken, PA**
(Address of principal executive offices)

19428-1800
(Zip Code)

(610) 727-7000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of exchange on which registered</u>
Common Stock	COR	New York Stock Exchange (NYSE)
2.875% Senior Notes due 2028	COR28	New York Stock Exchange (NYSE)
3.625% Senior Notes due 2032	COR32	New York Stock Exchange (NYSE)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Amendment of Term Loan

On September 5, 2025, Cencora, Inc. (the “Company”) entered into Amendment No. 2 (the “Term Credit Amendment”) to the Term Credit Agreement, dated as of November 26, 2024, among the Company, the lenders party thereto and Bank of America, N.A., as administrative agent, as amended by Amendment No. 1, dated as of June 4, 2025 (the “Term Credit Agreement”, as amended by the Term Credit Amendment, the “Amended Term Credit Agreement”), pursuant to which the Company and certain subsidiaries previously obtained a senior unsecured term loan (the “Term Loan”).

The Term Credit Amendment amended the Term Credit Agreement to change the maturity date from January 2, 2028 to October 1, 2027 and modify the interest rate at which the Term Loan bears interest. The Term Loan bears interest at a rate equal to either an adjusted Term SOFR rate plus an applicable margin or an alternate base rate plus an applicable margin, in each case based on the Company’s public debt ratings by Standard & Poor’s Ratings Services, Moody’s Investors Service, Inc. and Fitch, Inc. Pursuant to the Amended Term Credit Agreement, such applicable margins range from 62.5 basis points to 125.0 basis points over the adjusted Term SOFR rate and 0 basis points to 25.0 basis points over the alternate base rate, in each case, as determined in accordance with the provisions of the Amended Term Credit Agreement.

The foregoing description of the Term Credit Amendment does not purport to be complete and is qualified in its entirety by reference to the Term Credit Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Amendment of Money Market Facility

On September 5, 2025, the Company entered into Amendment No. 2 (the “Money Market Facility Amendment”) to the Uncommitted Money Market Line Credit Agreement, dated as of June 10, 2022, between the Company and Société Générale, acting through its New York Branch, as amended by Amendment No. 1, dated as of February 3, 2025 (the “Money Market Facility Agreement”), pursuant to which the Company has the ability to request short-term, unsecured revolving credit loans from time to time (the “Money Market Facility”).

The Money Market Facility Amendment amended the Money Market Facility Agreement to, among other things, permit borrowings in a principal amount of up to (i) \$500 million on or after April 1 and before December 1 of any year and (ii) \$750 million on or after December 1 and before March 31 of any year. The Money Market Facility may be decreased or terminated by the bank or the Company at any time without prior notice.

The foregoing description of the Money Market Facility Amendment does not purport to be complete and is qualified in its entirety by reference to the Money Market Facility Amendment, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment No. 2 to Term Credit Agreement, dated as of September 5, 2025, among the Company, the lenders party thereto, and Bank of America, N.A., as administrative agent.
10.2	Amendment No. 2 to Uncommitted Money Market Line Credit Agreement, dated as of September 5, 2025, between the Company and Société Générale, acting through its New York Branch, as lender.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

Cencora, Inc.

September 9, 2025

By: /s/ James F. Cleary

Name: James F. Cleary

Title: Executive Vice President and Chief Financial Officer

AMENDMENT NO. 2, dated as of September 5, 2025 (this "Amendment"), to the TERM CREDIT AGREEMENT, dated as of November 26, 2024 (as amended by Amendment No. 1, dated as of June 4, 2025, and as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement", and the Credit Agreement as amended by this Amendment, the "Amended Credit Agreement"), among CENCORA, INC., a Delaware corporation (the "Company"), the LENDERS party thereto and BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, the Company has requested that the Credit Agreement be amended to (a) modify the definition of "Applicable Rate" (the "Applicable Rate Amendment") and (b) modify the Maturity Date from January 2, 2028 to October 1, 2027 (the "Maturity Date Amendment" and, together with the Applicable Rate Amendment, the "Term Loan Amendments");

WHEREAS, pursuant to Section 11.04(b) of the Credit Agreement, TD Bank N.A. (the "TD Assignor") wishes to assign all of the Loans held by it to The Toronto-Dominion Bank, New York Branch (the "TD Assignee"), an Affiliate of the TD Assignor, and the TD Assignee wishes to assume such Loans, in each case effective as of immediately prior to the effectiveness of the Term Loan Amendments;

WHEREAS, pursuant to Section 11.02(b)(ii) of the Credit Agreement, the Applicable Rate Amendment requires the written consent of each Person that is a Lender as of immediately prior to the effectiveness of the Term Loan Amendments (including, for the avoidance of doubt, the TD Assignee) (each, an "Existing Lender"; the Loans held by the Existing Lenders immediately prior to the effectiveness of the Term Loan Amendments, the "Existing Loans");

WHEREAS, pursuant to Section 2.19(b) of the Credit Agreement, if any Lender has failed to consent to a proposed amendment, waiver, discharge or termination that under Section 11.02 of the Credit Agreement requires the consent of all the Lenders (or all the affected Lenders) and with respect to which the Required Lenders have granted their consent, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 11.04 of the Credit Agreement), all its interests, rights (other than its existing rights to payments pursuant to Sections 2.15 and 2.17 of the Credit Agreement) and obligations under the Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee shall be an Eligible Assignee and may be another Lender, if a Lender accepts such assignment), in each case in accordance with and subject to the provisions of Section 2.19(b) of the Credit Agreement;

WHEREAS, the Existing Lenders party hereto (the "Consenting Lenders"), comprising the Required Lenders as of immediately prior to the effectiveness of this Amendment, are willing to amend the Credit Agreement to effect the Applicable Rate Amendment and the Maturity Date Amendment on the terms set forth herein;

WHEREAS, each Existing Lender that is not listed on Schedule I hereto (each, an “Exiting Lender”) shall no longer be a Lender under the Amended Credit Agreement upon the effectiveness of this Amendment; and

WHEREAS, each Person identified on Schedule I hereto as having a “New Loan Amount” greater than \$0 (each, an “Increasing Lender”) is willing to purchase Existing Loans from the Exiting Lenders on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein (including in the preliminary statements hereto) have the meanings assigned to them in the Credit Agreement.

SECTION 2. Amendments. Effective as of the Amendment No. 2 Effective Date (as defined below), the Credit Agreement (excluding the Schedules and Exhibits thereto, each of which shall remain as in effect immediately prior to the Amendment No. 2 Effective Date) is hereby amended as follows:

(a) The pricing grid contained within the definition of the term “Applicable Rate” is hereby replaced in its entirety with the following:

Category	Ratings (S&P / Moody’s / Fitch)	Term SOFR Spread (basis points per annum)	ABR Spread (basis points per annum)
Category 1	A/A2/A or greater	62.5	0.0
Category 2	A-/A3/A-	75.0	0.0
Category 3	BBB+/Baa1/BBB+	87.5	0.0
Category 4	BBB/Baa2/BBB	100.0	0.0
Category 5	Lower than BBB/Baa2/BBB	125.0	25.0

(b) The definition of the term “Maturity Date” is hereby replaced in its entirety with the following:

““Maturity Date” means October 1, 2027.”

SECTION 3. Exiting Lenders; Assignment.

(a) Effective as of the Amendment No. 2 Effective Date, (i) immediately prior to the effectiveness of the Term Loan Amendments, in accordance with and pursuant to Section 11.04(b) of the Credit Agreement, the TD Assignor hereby assigns to the TD Assignee, and the TD Assignee hereby assumes, all of the TD Assignor's Loans (the "TD Assignment"), and (ii) immediately following the effectiveness of the TD Assignment and concurrently with the effectiveness of the Term Loan Amendments, in accordance with and pursuant to Section 2.19(b) of the Credit Agreement, each Exiting Lender hereby assigns (or is deemed to assign) to the Increasing Lenders, and the Increasing Lenders hereby assume, such Exiting Lender's Existing Loans such that after giving effect to this Amendment and such assignments (together with the TD Assignment, the "Assignments"), each Lender under the Amended Credit Agreement (each, a "Continuing Lender") shall hold Loans in the amount set forth opposite its name on Schedule I hereto.

(b) Each party hereto agrees that the Administrative Agent is hereby authorized to take such steps under the Amended Credit Agreement as reasonably required to give effect to this Amendment and the Assignments, including, without limitation, reallocating outstanding Loans among the Continuing Lenders as set forth on Schedule I hereto. Each of the Company and the Administrative Agent agrees with and consents to the Assignments and, in the case of the Company, authorization as described in the immediately preceding sentence. Each party hereto agrees that, with respect to each Assignment, this Amendment shall constitute an Assignment and Assumption for purposes of Section 2.19(b) of the Credit Agreement and, following the effectiveness of this Amendment, the Amended Credit Agreement.

(c) The Administrative Agent agrees that, in each case with respect to the Assignments, the minimum assignment amount requirement set forth in Section 11.04(b)(ii)(A) and the processing and recordation fee set forth in Section 11.04(b)(ii)(C) are hereby waived.

(d) The Assignments shall be deemed to occur immediately upon the effectiveness of this Amendment.

SECTION 4. Representations and Warranties. The Company represents and warrants to the other parties hereto that:

(a) the execution, delivery and performance of this Amendment is within the Company's corporate powers and have been duly authorized by all necessary corporate and, if required, stockholder or other equityholder action;

(b) this Amendment has been duly executed and delivered by the Company, and this Amendment constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(c) no Default has occurred and is continuing; and

(d) the representations and warranties of the Loan Parties contained in the Credit Agreement and the other Loan Documents (after giving effect to this Amendment) are true and correct in all material respects (except in the case of those representations and warranties already qualified by materiality, which are true and complete in all respects) on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties are true and correct in all material respects (except in the case of those representations and warranties already qualified by materiality, which are true and complete in all respects) on and as of such earlier date.

SECTION 5. Effectiveness of this Amendment. This Amendment shall become effective as of the first date (the "Amendment No. 2 Effective Date") on which each of the following conditions shall have been satisfied or waived:

(a) the Administrative Agent shall have executed a counterpart of this Amendment and shall have received from the Company and each of the Continuing Lenders (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence reasonably satisfactory to the Administrative Agent (which, subject to Section 11.06 of the Credit Agreement, may include any Electronic Signatures transmitted by telecopy, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page of this Amendment) that such party has signed a counterpart of this Amendment;

(b) the Administrative Agent shall have received a certificate signed by the President and Chief Executive Officer, a Vice President or a Financial Officer of the Company confirming the accuracy of the representations and warranties set forth in Section 4 hereof;

(c) the Administrative Agent shall have received from the Company, in accordance with Section 2.08 of the Credit Agreement, an Interest Election Request with respect to the initial Borrowing to be made under the Amended Credit Agreement; and

(d) the Company shall have paid all accrued and unpaid interest and fees with respect to the Existing Loans.

The Administrative Agent shall notify the Company, the Continuing Lenders and the Existing Lenders of the Amendment No. 2 Effective Date, and such notice shall be conclusive and binding.

SECTION 6. Effect of Amendment; Acknowledgment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Administrative Agent or any Lender under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which, as amended, supplemented or otherwise modified hereby, are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Amended Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the Amended Credit Agreement. On and after the Amendment No. 2 Effective Date, any reference to the "Credit Agreement" in any Loan Document shall be deemed to be a reference to the Credit Agreement as amended hereby.

SECTION 7. Notices. All notices hereunder shall be given in accordance with the provisions of Section 11.01 of the Credit Agreement.

SECTION 8. Counterparts; Effectiveness; Electronic Execution. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Except as provided in Section 5 hereof, this Amendment shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to Section 11.06 of the Credit Agreement, this Amendment may be executed using Electronic Signatures.

SECTION 9. Governing Law. This Amendment, and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby, shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 10. Incorporation by Reference. Sections 11.07, 11.09(b), 11.09(c), 11.09(d), 11.10 and 11.11 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[signature pages follow]

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

CENCORA, INC.,

By: /s/ Mahaveer Jain

Name: Mahaveer Jain

Title: Senior Vice President and Treasurer

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

BANK OF AMERICA, N.A., as Administrative Agent,

By: /s/ Kevin L. Ahart

Name: Kevin L. Ahart

Title: Vice President

BANK OF AMERICA, N.A., as a Lender,

By: /s/ Darren Merten

Name: Darren Merten

Title: Director

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

BNP PARIBAS, as a Lender,

By: /s/ Christopher Sked

Name: Christopher Sked

Title: Managing Director

By: /s/ Valentin Detry

Name: Valentin Detry

Title: Vice President

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

JPMORGAN CHASE BANK, N.A., as a Lender,

By: /s/ Charles W. Shaw

Name: Charles W. Shaw

Title: Executive Director

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender,

By: /s/ Andrea S Chen

Name: Andrea S Chen

Title: Managing Director

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

PNC BANK, NATIONAL ASSOCIATION, as a Lender,

By: /s/ Paul Gleason

Name: Paul Gleason

Title: Senior Vice President

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

THE TORONTO-DOMINION BANK, NEW YORK BRANCH, as a Lender
and the TD Assignee,

By: /s/ Victoria Roberts
Name: Victoria Roberts
Title: Authorized Signatory

TD BANK, N.A., as the TD Assignor,

By: /s/ Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

U.S. BANK NATIONAL ASSOCIATION, as a Lender,

By: /s/ Thomas Whitman

Name: Thomas Whitman

Title: Assistant Vice President

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW YORK BRANCH,
as a Lender,

By: /s/ Brian Crowley

Name: Brian Crowley

Title: Managing Director

By: /s/ Armen Semizian

Name: Armen Semizian

Title: Managing Director

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender,

By: /s/ David Diez

Name: David Diez

Title: Managing Director

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

MUFG BANK, LTD., as a Lender,

By: /s/ Andrew Moore

Name: Andrew Moore

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

SCOTIA FINANCING (USA) LLC, as a Lender,

By: /s/ Michelle Phillips

Name: Michelle Phillips

Title: President & CEO

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

LENDER SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

TRUIST BANK, as a Lender,

By: /s/ Tim Conway

Name: Tim Conway

Title: Vice President

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

EXITING LENDER ACKNOWLEDGMENT
SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

ACKNOWLEDGED AND AGREED:

CITIBANK, N.A., as an Exiting Lender,

By: /s/ Eugene Yermash

Name: Eugene Yermash

Title: Vice President

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

EXITING LENDER ACKNOWLEDGMENT
SIGNATURE PAGE TO AMENDMENT NO. 2.
TO THE TERM CREDIT AGREEMENT
DATED AS OF NOVEMBER 26, 2024
OF CENCORA, INC.

ACKNOWLEDGED AND AGREED:

SOCIETE GENERALE, as an Exiting Lender,

By: /s/ Shelley Yu

Name: Shelley Yu

Title: Director

[Signature Page to Amendment No. 2 to Cencora, Inc. Term Credit Agreement]

**AMENDMENT NO. 2 TO
UNCOMMITTED MONEY MARKET LINE CREDIT AGREEMENT**

This Amendment No. 2 to Uncommitted Money Market Line Credit Agreement (this “**Amendment**”) is dated September 5, 2025, and is entered into by CENCORA, INC., a Delaware corporation (f/k/a AmerisourceBergen Corporation) (the “**Borrower**”), and SOCIÉTÉ GÉNÉRALE, acting through its New York Branch (the “**Lender**”).

WHEREAS, the Borrower and the Lender are party to the Uncommitted Money Market Line Credit Agreement dated as of June 10, 2022 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, the parties hereto desire to amend the Credit Agreement in order to make further adjustments to the Facility Limit, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment shall have the respective meanings given to them in the Credit Agreement.
2. Amendment to the Credit Agreement. The Credit Agreement is hereby amended as follows:
 - (a) Section 2(b) thereof is hereby deleted in its entirety and replaced with the following:
 - (b) Loans. Subject to the terms and conditions set forth herein, the Lender agrees to consider to make loans (each, a “**Loan**”) to the Borrower from time to time, on any Business Day prior to the termination of the Agreement, in an aggregate amount not to exceed: (i) for borrowings made on or after April 1 and before December 1 of any year, \$500 million and (ii) for borrowings made on or after December 1 and before March 31 of any year, \$750 million (the preceding clauses (i) and (ii), collectively, the “**Facility Limit**”). Within the Facility Limit, and subject to the other terms and conditions hereof, the Borrower may borrow, prepay, and reborrow Loans in Dollars, as further provided herein. The Facility provided herein to Borrower is uncommitted and any utilization shall be at the sole discretion of the Lender.
 - (b) Appendix 1 thereof is hereby deleted and replaced in its entirety by the exhibit attached hereto as Appendix 1.

3. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Transaction Documents are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrower. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Transaction Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower that would require the waiver or consent of the Lender.

4. Conditions Precedent. This Amendment shall become effective on the date upon which the following conditions have been satisfied (or waived in the Lender's sole discretion):

(a) The Lender shall have received each of the following documents in form and substance reasonably satisfactory to the lender (or shall have waived such receipt in its sole discretion):

(i) this Amendment, duly executed by each of the Borrower and the Lender;

(ii) a certificate of the Borrower, certified by a secretary of the Borrower including:

(A) a certificate of formation, organization or incorporation, as applicable, of the Borrower certified by the relevant authority of the jurisdiction of organization of the Borrower (or confirmation that the certificate previously provided to the Lender remains true, correct and complete);

(B) by-laws, operating agreements and partnership agreements, as applicable, for the Borrower as in effect on the date on which the resolutions referred to below were adopted (or confirmation that such by-laws or agreements previously provided to the Lender remain true, correct and complete);

(C) original or certified copies of the resolutions of the governing body for the Borrower approving the transactions contemplated by this Amendment and governmental approvals, if any, with respect to this Amendment;

(D) a certificate of the secretary or an assistant secretary of the Borrower certifying the names and true signatures of the officers, directors or other duly appointed employees of the Borrower authorized to sign this Amendment and each Transaction Document to which it is or is to be a party and the other documents to be delivered hereunder and thereunder (or confirmation that such corresponding certificate as previously provided to the Lender remains true, correct and complete); and

(E) a good standing certificate for the Borrower from its jurisdiction of organization; and

(iii) a legal opinion, dated as of the date hereof, from counsel to the Borrower covering, *inter alia*, capacity, authority and enforceability in form and substance satisfactory to the Lender.

(b) The representations and warranties set forth in the Credit Agreement and any other Transaction Document shall be true and correct in all material respects on and as of the date of this Amendment, with the same effect as though made on and as of such date, in each case after giving effect to this Amendment, and as if this Amendment is included in the definitions of “Transaction Documents” for all purposes of thereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date; *provided, however*, that the foregoing materiality qualifiers shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

(c) As of, and after giving effect to this Amendment and the Credit Agreement, as amended by this Amendment, no Default or Event of Default shall have occurred and be continuing or result therefrom.

5. Representation and Warranty. The Borrower represents and warrants that paragraphs (b) and (c) of Section 4 of this Amendment are true and correct as of the date hereof.

6. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the Borrower and the Lender and each of their respective successors and assigns in the same manner and subject to the same conditions as provided in the Credit Agreement.

7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles that would require application of another law.

8. Counterparts; Electronic Execution. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Amendment by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment. The words “execution,” “signed,” “signature,” and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CENCORA, INC., as Borrower

By /s/ Mahaveer Jain

Name: Mahaveer Jain

Title: Senior Vice President and Treasurer

SOCIÉTÉ GÉNÉRALE, as Lender

By /s/ Shelley Yu

Name: Shelley Yu

Title: Director

**Appendix 1
Form of Pre-Confirmation**

[Date]

[Address]

Please review, sign and return this pre-confirmation to the back-office contact below by 3pm on the proposed borrowing date or in case of discrepancy please inform us.

We understand you are requesting a Loan under the Uncommitted Money Market Line of Credit with the following terms:

Borrower: [_____]

Business Day of Proposed Borrowing: [_____]

Aggregate principal amount of the Proposed Borrowing: \$[_____]

Maturity Date (which shall be no more than 30 days from the date hereof): [_____]

Applicable Rate: [__]%

We wish to inform you that all computerized Confirmations issued by us will bear no signature.

[SGNY BACK OFFICE CONTACT INFO]

SOCIETE GENERALE

By _____
Name:
Title:

[ACKNOWLEDGMENT OF BORROWER]

The Borrower hereby acknowledges the terms in the above Pre-Confirmation and certifies that the following statements are true and correct on the date hereof, and will be true and correct on the date of the proposed Loan:

(a) The representations and warranties of the Borrower contained in Section 4 or any other Transaction Document or any document furnished at any time under or in connection herewith or therewith shall be true and correct on and as of the date of such Loan immediately prior to and after giving effect to such Loan.

(b) No Default or Event of Default shall exist and is continuing, or would result from such proposed Advance or from the application of the proceeds therefrom

[BORROWER]

By _____
Name:
Title:
