

AUTOMED TECHNOLOGIES INC

Form 424B5

November 17, 2009

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Filed pursuant to Rule 424(b)(5)
Registration No. 333-162227 and 333-162227-01 through -32
CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Note	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee (1)
4.875% Senior Notes due 2019	\$400,000,000	99.174%	\$396,696,000	\$22,135.64
Guarantees of 4.875% Senior Notes due 2019(2)				

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

(2) Pursuant to Rule 457(n), no separate registration fees is payable in respect of the registration of the guarantees.

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(To Prospectus dated September 30, 2009)****AmerisourceBergen Corporation****\$400,000,000****4.875% Senior Notes due 2019**

We are offering \$400,000,000 aggregate principal amount of 4.875% Senior Notes due 2019 (which we refer to in this prospectus supplement as the "notes"). The notes will bear interest at a rate of 4.875% per year, payable semiannually in arrears on May 15 and November 15 of each year, beginning on May 15, 2010. The notes will mature on November 15, 2019, unless earlier redeemed or repurchased. The notes will initially be jointly and severally guaranteed on an unsecured basis by certain of our subsidiaries.

The notes will be unsecured and will rank equal in right of payment with all of our other existing and future unsecured and unsubordinated indebtedness and senior to any of our future indebtedness, if any, that expressly provides for its subordination to the notes. The notes will be effectively junior to all of our current and future secured indebtedness and structurally subordinated to all indebtedness and other liabilities, including trade payables, of our subsidiaries that are not guarantors of the notes (we refer to such subsidiaries in this prospectus supplement as the "non-guarantor subsidiaries").

We may redeem the notes in whole or in part at any time at the "make-whole" redemption price set forth in this prospectus supplement.

If a change of control triggering event (as defined in this prospectus supplement) occurs, we must offer to repurchase the notes at a purchase price equal to 101% of the principal amount of the notes to be purchased, plus accrued and unpaid interest, if any.

Investing in the notes involves risks. See "Risk Factors" beginning on page S-5 of this prospectus supplement for a discussion of certain risks you should consider prior to deciding whether to purchase the notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities or determined that this prospectus supplement or the accompanying prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

	Public Offering Price	Underwriting Discount	Proceeds to AmerisourceBergen (Before Expenses)
Per Note	99.174%	0.650%	98.524%
Total	\$ 396,696,000	\$ 2,600,000	\$ 394,096,000

The public offering price set forth above does not include accrued interest, if any. Interest on the notes will accrue from November 19, 2009 and accrued interest must be paid by the purchaser if the notes are delivered after that date.

The notes will not be listed on any securities exchange. Currently, there is no public trading market for the notes.

The underwriters expect to deliver the notes to purchasers in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants on or about November 19, 2009.

Joint Book-Running Managers

BofA Merrill Lynch

J.P. Morgan

Co-Managers

**Barclays Capital
Mitsubishi UFJ Securities
PNC Capital Markets LLC**

Deutsche Bank Securities

Scotia Capital

**Goldman, Sachs & Co.
Mizuho Securities USA Inc.
Wells Fargo Securities**

The date of this Prospectus Supplement is November 16, 2009

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document consists of two parts. The first part is this prospectus supplement, which contains the terms of this offering of the notes. The second part is the accompanying prospectus, dated September 30, 2009, which we refer to in this prospectus supplement as the accompanying prospectus. The accompanying prospectus is part of our Registration Statement on Form S-3 (Registration No. 333-162227) and contains more general information about the securities we may offer from time to time, some of which does not apply to this offering. The prospectus supplement and the accompanying prospectus also incorporate by reference the documents that are described under Documents Incorporated by Reference. Generally, when we refer to this prospectus, we are referring to both parts of this document combined.

In making your investment decision, you should rely only on the information contained in or incorporated by reference in this prospectus supplement, the accompanying prospectus, the registration statement of which this prospectus forms a part and any free writing prospectus we file with the Securities and Exchange Commission (which we refer to as the SEC). We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer of these securities in any jurisdiction where the offer or sale is not permitted.

If there is any inconsistency between the information in this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement. If the information set forth in this prospectus supplement or the accompanying prospectus varies in any way from the information set forth in a document we have incorporated by reference, you should rely on the information in the more recent document.

You should not assume the information contained in this prospectus supplement, the accompanying prospectus, the registration statement of which this prospectus forms a part or any free writing prospectus we file with the SEC is accurate as of any date other than the date of such documents or that the information incorporated by reference into this prospectus supplement and the accompanying prospectus is accurate as of any date other than the date of the document incorporated by reference. Our business, condition (financial or otherwise), results of operations and prospects may have changed since those dates.

References in this prospectus to AmerisourceBergen, we, us and our and all similar references are to AmerisourceBergen Corporation and its consolidated subsidiaries, unless otherwise stated or the context otherwise requires. However, in the Summary The Offering and Description of Notes sections of this prospectus supplement and the Description of Debt Securities section of the accompanying prospectus, references to AmerisourceBergen, we, us and our are to AmerisourceBergen Corporation (parent company only) and not to any of its subsidiaries.

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DOCUMENTS INCORPORATED BY REFERENCE

The SEC allows us to incorporate by reference the information we file with the SEC under the Securities Exchange Act of 1934, as amended (which we refer to as the Exchange Act), which means that we can disclose important information to you by referring you to those documents. Information incorporated by reference is considered to be a part of this prospectus supplement, and information that we file later with the SEC will automatically update, modify and, where applicable, supersede this information. We incorporate by reference into this prospectus supplement the specific documents listed below and all documents filed by us with the SEC pursuant to Section 13(a), 13(c), 14, or 15(d) of the Exchange Act between the date of this prospectus supplement and the termination of the offering of securities under this prospectus supplement, which future filings shall be deemed to be incorporated by reference into this prospectus supplement and to be part of this prospectus supplement from the date we subsequently file such documents. Unless we specifically state otherwise, we do not incorporate by reference any documents or information deemed to be furnished and not filed in accordance with SEC rules. The SEC file number for these documents is 1-16671.

Our Annual Report on Form 10-K for the fiscal year ended September 30, 2008, filed with the SEC on November 25, 2008 (including portions of our definitive proxy statement on Schedule 14A filed with the SEC on January 9, 2009, incorporated therein by reference);

Our Quarterly Reports on Form 10-Q for the quarters ended December 31, 2008, March 31, 2009 and June 30, 2009, filed with the SEC on February 5, 2009, May 8, 2009 and August 6, 2009, respectively;

Our Current Reports on Form 8-K filed with the SEC on October 1, 2008, October 30, 2008, November 14, 2008, December 11, 2008, January 22, 2009, February 19, 2009, April 23, 2009, May 1, 2009, May 19, 2009, June 2, 2009, June 4, 2009, July 30, 2009, September 9, 2009, November 2, 2009, November 3, 2009 and November 12, 2009;

The description of our common stock contained in our Registration Statement on Form S-4/A (File No. 333-61440), filed with the SEC on July 27, 2001, and the related prospectus filed pursuant to Rule 424(b)(3) with the SEC on August 1, 2001, including any amendments or reports filed with the SEC for the purpose of updating such description;

The description of our Series A Preferred Stock contained in our Registration Statement on Form 8-A filed with the SEC on August 29, 2001, including any amendments or reports filed with the SEC for the purpose of updating such description; and

The following unaudited financial information, which was furnished on Exhibit 99.1 to the Current Report on Form 8-K we filed with the SEC on November 3, 2009, is specifically incorporated by reference into this prospectus supplement (see Summary Recent Developments in this prospectus supplement):

AmerisourceBergen Corporation Financial Summary for the fiscal years ended September 30, 2009 and September 30, 2008;

AmerisourceBergen Corporation Condensed Consolidated Balance Sheets as of September 30, 2009 and September 30, 2008;

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AmerisourceBergen Corporation Condensed Consolidated Statements of Cash Flows for the fiscal years ended September 30, 2009 and September 30, 2008; and

AmerisourceBergen Corporation Summary Financial Information for the fiscal years ended September 30, 2009 and September 30, 2008.

Any statement contained in this prospectus supplement or the accompanying prospectus or in any document incorporated by reference into this prospectus supplement or the accompanying prospectus shall be deemed to be modified or, where applicable, superseded for the purposes of this prospectus to the extent that a statement contained in this prospectus supplement or the accompanying prospectus or any subsequently filed document that also is incorporated by reference into this prospectus supplement or the accompanying

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prospectus modifies or supersedes such prior statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We will provide to each person, including any beneficial owner, to whom this prospectus is delivered, upon written or oral request and without charge, a copy of the documents referred to above that we have incorporated by reference into this prospectus supplement and a copy of the registration statement of which this prospectus is a part. You can request copies of such documents if you call or write us at the following address or telephone number:

AmerisourceBergen Corporation
1300 Morris Drive
Chesterbrook, PA 19087
Telephone: (610) 727-7000
Attention: Secretary

Exhibits to the documents will not be sent, however, unless those exhibits have specifically been incorporated by reference into such document. You may also obtain copies of our SEC filings as described under the heading **Where You Can Find More Information** in the accompanying prospectus.

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SUMMARY

*This summary highlights selected information about us and this offering. It does not contain all of the information that may be important to you in deciding whether to purchase the notes. You should carefully read this entire prospectus supplement, as well as the accompanying prospectus and the documents incorporated by reference herein, which are described in the accompanying prospectus under *Where You Can Find More Information* and in this prospectus supplement under *Documents Incorporated by Reference*, prior to deciding whether to purchase the notes.*

AmerisourceBergen Corporation

We are one of the world's largest pharmaceutical services companies, with operations primarily in the United States and Canada. Servicing both pharmaceutical manufacturers and healthcare providers in the pharmaceutical supply channel, we provide drug distribution and related services designed to reduce costs and improve patient outcomes. More specifically, we distribute a comprehensive offering of brand name and generic pharmaceuticals, over-the-counter healthcare products, home healthcare supplies and equipment, and related services to a wide variety of healthcare providers primarily located in the United States and Canada, including acute care hospitals and health systems, independent and chain retail pharmacies, mail order pharmacies, physicians, medical and dialysis clinics, long-term care and other alternate site pharmacies, and other customers. We also provide pharmacy services to certain specialty drug patients. Additionally, we furnish healthcare providers and pharmaceutical manufacturers with an assortment of related services, including pharmaceutical packaging, pharmacy automation, inventory management, reimbursement and pharmaceutical consulting services, logistics services, and pharmacy management.

Our executive offices are located at 1300 Morris Drive, Chesterbrook, Pennsylvania 19087. Our telephone number is (610) 727-7000 and our website address is www.amerisourcebergen.com. Information on our website does not constitute part of this prospectus supplement or the accompanying prospectus.

Recent Developments

On November 3, 2009, we issued a press release announcing our earnings for the fiscal year ended September 30, 2009. The press release was furnished as Exhibit 99.1 to our Current Report on Form 8-K filed with the SEC on November 3, 2009. Certain financial information as of and for each of the fiscal years ended September 30, 2009 and September 30, 2008 contained in the press release is incorporated by reference into this prospectus (see *Documents Incorporated by Reference* in this prospectus supplement). Such financial information should be read along with our financial statements and accompanying notes to those financial statements, together with the information set forth under *Management's Discussion and Analysis of Financial Condition and Results of Operations* in our Annual Report on Form 10-K for the fiscal year ended September 30, 2008 and in our Quarterly Report on Form 10-Q for the period ended June 30, 2009, each of which is also incorporated by reference into this prospectus.

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The Offering

The following is a brief summary of certain terms and conditions of this offering. Certain of the terms and conditions described below are subject to important limitations and exceptions. For a more complete description of the terms of the notes, see Description of Notes in this prospectus supplement and Description of Debt Securities in the accompanying prospectus. For purposes of this summary, references to AmerisourceBergen, we, us and our are to AmerisourceBergen Corporation (parent company only) and not to any of its subsidiaries.

Issuer	AmerisourceBergen Corporation.
Notes Offered	\$400,000,000 aggregate principal amount of 4.875% Senior Notes due 2019.
Maturity Date	November 15, 2019.
Interest	Interest on the notes will accrue at the rate of 4.875% per annum and be paid semi-annually on May 15 and November 15 of each year, beginning on May 15, 2010. Interest on the notes will be paid on a basis of a 360-day year comprised of twelve 30-day months.
Ranking	<p>The notes and each guarantee will be unsecured and will rank:</p> <ul style="list-style-type: none">equal in right of payment with all of our and the applicable guarantor's other existing and future unsecured and unsubordinated indebtedness;senior to any of our and the applicable guarantor's future subordinated debt, if any, that expressly provides for its subordination to the notes or the applicable guarantee; andeffectively junior to all of our and the applicable guarantor's current and future secured indebtedness to the extent of the value of the assets securing such indebtedness. <p>In addition, the notes will be structurally subordinated to all indebtedness and other liabilities, including trade payables, of our non-guarantor subsidiaries. As of September 30, 2009, the notes were structurally subordinated to an aggregate of \$444.7 million of indebtedness and other liabilities (including trade payables) of our non-guarantor subsidiaries. Our subsidiary, AmerisourceBergen Drug Corporation (which initially will be a guarantor of the notes), is a party to a \$700 million receivables securitization facility pursuant to which accounts receivable are sold on a revolving basis to a special purpose entity that will not guarantee the notes.</p>
Guarantees	Our operations are conducted through our subsidiaries. The notes will initially be jointly and severally guaranteed on an unsecured basis by certain of our existing and future restricted subsidiaries that have outstanding, or will incur or guarantee, other specified indebtedness. As of the issue date of the notes, the notes will be guaranteed by each of the

subsidiaries that guarantees our 55/8% Senior Notes due 2012, our 57/8% Senior Notes due 2015 and our \$695 million five-year multi-currency revolving credit facility (which we refer to in this prospectus supplement as our Multi-Currency Revolving Credit Facility other than in the Description of Notes section of this prospectus supplement where it is referred to as our Credit Agreement). The guarantee of any subsidiary

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may be released in certain circumstances. See Description of Notes The Guarantees in this prospectus supplement.

For the fiscal year ended September 30, 2009, the non-guarantor subsidiaries generated 12.4% of our operating income. As of September 30, 2009, the non-guarantor subsidiaries held 20.5% of our total assets.

Certain Covenants

The indenture governing the notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to create liens and enter into sale-leaseback transactions and limit our ability to merge or consolidate with or into another person or to sell, lease or convey all or substantially all of our and our restricted subsidiaries' assets, taken as a whole. These limitations are subject to a number of important qualifications and exceptions. See Description of Notes Additional Covenants in this prospectus supplement and Description of Debt Securities Consolidation, Merger or Sale of Assets in the accompanying prospectus.

Change of Control

If a change of control triggering event (as defined herein) occurs, we must offer to repurchase the notes at a purchase price equal to 101% of the principal amount of the notes to be purchased, plus accrued and unpaid interest, if any. See Description of Notes Offer to Repurchase Upon Change of Control in this prospectus supplement.

Optional Redemption

We may redeem the notes in whole or in part at any time at a make-whole redemption price. See Description of Notes Optional Redemption in this prospectus supplement.

Denomination

The notes will be issued in minimum denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof.

Book-entry Form

The notes will be issued in fully registered book-entry form and will be represented by one or more permanent global notes without coupons. The global notes will be deposited with, or on behalf of, The Depository Trust Company (referred to in this prospectus supplement as DTC). Investors may elect to hold interests in the global notes through DTC and its direct and indirect participants. Beneficial interests in any of the global notes will be shown on, and transfers will be effected only through, records maintained by DTC or its nominee and any such interest may not be exchanged for certificated securities, except in limited circumstances. See Description of Notes Global Securities in this prospectus supplement and Description of Debt Securities Legal Ownership of Debt Securities in the accompanying prospectus.

Trustee

U.S. Bank National Association.

Governing Law

New York.

Trading

The notes are a new issue of securities with no established trading market. We do not intend to apply for listing of the notes on any securities exchange. The underwriters have advised us that they intend to make a market in the notes, but they are not obligated to do so and may discontinue market-making at any time without notice.

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Use of Proceeds

We estimate that the net proceeds to us from the sale of the notes will be approximately \$392.6 million (after deducting underwriting discounts and our offering expenses). We intend to use approximately \$221.9 million of the net proceeds to repay amounts outstanding under our Multi-Currency Revolving Credit Facility. The remaining proceeds will be used for general corporate purposes. Pending use of the net proceeds from the sale of the notes, we intend to invest such proceeds in institutional money market funds, U.S. government securities, certificates of deposit or other short-term interest-bearing securities. Affiliates of certain of the underwriters are lenders under our Multi-Currency Revolving Credit Facility. See **Use of Proceeds** in this prospectus supplement.

Conflicts of Interest

We intend to use at least 5% of the net proceeds of this offering to repay indebtedness owed by us to certain affiliates of the underwriters who are lenders under our Multi-Currency Revolving Credit Facility. See **Use of Proceeds**. Accordingly, this offering is being made in compliance with the requirements of Rule 2720 of the Financial Industry Regulatory Authority (which we refer to in this prospectus supplement as **FINRA**). Because the notes offered hereby are rated investment grade by both Moody's rating service and Standard & Poor's rating service, the FINRA rules do not require that we use a qualified independent underwriter for this offering. A securities rating is not a recommendation to buy, sell or hold securities. Banc of America Securities LLC and J.P. Morgan Securities Inc. will not confirm sales of the notes to any account over which they exercise discretionary authority without the prior written approval of the customer.

Risk Factors

See **Risk Factors** beginning on page S-5 and the other information included or incorporated by reference in this prospectus for a discussion of certain risks you should carefully consider before deciding whether to purchase the notes.

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RISK FACTORS

Investing in the notes involves risks. Before deciding whether to purchase the notes, you should carefully consider the risks described under Risk Factors in our Annual Report on Form 10-K for the fiscal year ended September 30, 2008, our Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 and our Current Report on Form 8-K filed on November 12, 2009, each of which is incorporated by reference in this prospectus supplement, as well as the risks set forth below. These risks are not the only ones facing us or relevant to your investment. There may be additional risks and uncertainties not presently known to us or that we currently believe are immaterial. The occurrence of any one or more of these known or unknown risks could materially and adversely affect our business, condition (financial or otherwise), operating results, prospects and ability to satisfy our payment obligations under the notes. In such case, you could lose all or part of your investment.

The indenture does not restrict the amount of additional indebtedness that we may incur.

The indenture under which the notes will be issued does not place any limitation on the amount of unsecured indebtedness that we may incur. Our incurrence of additional indebtedness may have important consequences for you as a holder of the notes, including making it more difficult for us to satisfy our obligations with respect to the notes, reducing the market price of the notes and causing a risk that the credit rating of the notes will be lowered or withdrawn. If we incur any additional indebtedness that ranks equally with the notes, the holders of that debt will be entitled to share ratably with the holders of the notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of our business.

Our credit ratings may not reflect the risks of investing in the notes.

Our credit ratings are an assessment by rating agencies of our ability to pay our debts when due. Consequently, real or anticipated changes in our credit ratings will generally affect the market price of the notes. These credit ratings may not reflect the potential impact of risks relating to structure or marketing of the notes. Agency ratings are not a recommendation to buy, sell or hold any security and may be revised or withdrawn at any time by the issuing organization. Each agency's rating should be evaluated independently of any other agency's rating.

We may be unable to generate the cash flow to service our debt obligations, including the notes.

We cannot assure you that our future cash flow will be sufficient to allow us to meet our payment obligations on our debt, including the notes. Our ability to generate cash flow from operations to make scheduled payments on our debt, including the notes, will depend on our future financial and operating performance, which will be affected by a range of economic, competitive and business factors. We cannot control many of these factors, such as general economic and financial conditions in the pharmaceutical services industry, regulatory developments, downturns in the economy in general or the initiatives of our competitors. Our ability to generate cash flow to meet our payment obligations under our debt, including the notes, may also depend on our successful implementation of our operating and growth strategies. We cannot assure that we will be able to implement our strategies or that the anticipated results of our strategies will be realized. If we do not generate sufficient cash flow to satisfy our obligations under our debt, including the notes, we may have to seek additional capital or undertake alternative financing plans, such as refinancing or restructuring our debt, or selling assets. Any of these actions could result in unanticipated costs, disrupt the implementation of our business or otherwise hinder our performance. Moreover, we may not be able to take any of these actions on commercially reasonable terms, or at all. Our inability to generate sufficient cash flow or to raise additional capital in order to satisfy our obligations under our debt, including the notes, or to refinance them on commercially reasonable terms would have a material adverse effect on our business, condition (financial or

otherwise) results of operations and prospects.

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The notes and the guarantees will be unsecured and effectively subordinated to our and the applicable guarantor's existing and future secured debt.

Holders of our and each guarantor's secured indebtedness will have claims that are prior to your claims as holders of the notes to the extent of the value of the assets securing the secured indebtedness. The notes and each guarantee will be effectively subordinated to all of our and the applicable guarantor's existing and future secured indebtedness to the extent of the value of the collateral. In the event of any distribution or payment of our or of any of the guarantor's assets in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy proceeding, holders of secured indebtedness will have prior claim to those of our and the applicable guarantor's assets that constitute their collateral. Holders of the notes will participate ratably with all holders of our and the guarantors' unsecured indebtedness that is deemed to be of the same class as the notes and the applicable guarantee, and potentially with all of our and the applicable guarantor's other general creditors, based upon the respective amounts owed to each holder or creditor, in our and the applicable guarantor's remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of notes may receive less, ratably, than holders of secured indebtedness. We and our subsidiary guarantors are permitted to borrow significant amounts of secured indebtedness in the future under the terms of the indenture governing the notes.

The notes will be structurally subordinated to all existing and future liabilities of our subsidiaries that do not guarantee the notes.

The notes will be structurally subordinated to all existing and future liabilities, including trade payables, of our subsidiaries that do not guarantee the notes, and the claims of creditors of those subsidiaries, including trade creditors, will have priority as to the assets and cash flows of those subsidiaries. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding of any of the non-guarantor subsidiaries, holders of their liabilities, including their trade creditors, will generally be entitled to payment on their claims from assets of those subsidiaries before any assets are made available for distribution to us. None of our foreign subsidiaries will guarantee the notes and certain of our domestic subsidiaries will not guarantee the notes. As of September 30, 2009, the notes were structurally subordinated to an aggregate of \$444.7 million of indebtedness and other liabilities, excluding intercompany liabilities but including trade payables of our non-guarantor subsidiaries. In addition, our subsidiary, AmerisourceBergen Drug Corporation (which will initially be a guarantor of the notes), is a party to a \$700 million receivables securitization facility, pursuant to which accounts receivables are sold on a revolving basis to a special purpose entity that will not guarantee the notes. The non-guarantor subsidiaries generated 12.4% of our operating income for the fiscal year ended September 30, 2009 and held 20.5% of our total assets as of September 30, 2009.

If an active public trading market does not develop for the notes, you may be unable to sell your notes or to sell your notes at a price that you deem sufficient.

The notes are a new issue of securities for which there currently is no established trading market. We do not intend to list the notes on a national securities exchange. While the underwriters of the notes have advised us that they intend to make a market in the notes, the underwriters will not be obligated to do so and may stop their market making at any time. No assurance can be given:

as to the development or continuation of any market for the notes;

as to the liquidity of any market that does develop; or

as to your ability to sell your notes or the price at which you may be able to sell your notes.

The absence of an active public trading market could have an adverse effect on the liquidity and value of the notes.

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If trading markets do develop, changes in our ratings or the financial markets could adversely affect the market price of the notes.

The market price of the notes will depend on many factors, including, among others, the following:

- ratings on our debt securities assigned by rating agencies;
- the prevailing interest rates being paid by other companies similar to us;
- our business, results of operations, condition (financial or otherwise) and prospects; and
- the condition of the financial markets.

The condition of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future, which could have an adverse effect on the market price of the notes. Rating agencies continually review the ratings they have assigned to companies and debt securities. Negative changes in the ratings assigned to us or our debt securities could have an adverse effect on the market price of the notes.

We may not have sufficient funds, or the ability to raise sufficient funds, to satisfy our obligation to offer to repurchase the notes upon a change of control triggering event.

Upon a change of control triggering event, as that term is defined in Description of Notes Offer to Repurchase Upon Change of Control of this prospectus supplement we will be required to make an offer in cash to repurchase all or any part of each holder's notes at a price equal to 101% of the principal thereof, plus accrued interest, if any. The source of funds for any such repurchase would be our available cash or cash generated from operations or other sources, including borrowings, sales of equity or funds provided by a new controlling person or entity. We cannot assure you that sufficient funds will be available at the time of any change of control triggering event to repurchase all tendered notes pursuant to this requirement. Our failure to offer to repurchase notes, or to repurchase notes tendered, following a change of control triggering event will result in a default under the indenture governing the notes, which could lead to a cross-default under our credit facilities and under the terms of our other debt. In addition, prior to repurchasing the notes on a change of control triggering event, we may be required to repay some or all of our outstanding debt under our credit facilities or obtain the consent of the lenders under those facilities. If we do not obtain the required consents or repay our outstanding debt under our credit facilities, we may be prohibited or effectively prohibited from offering to repurchase the notes. See Description of Notes Offer to Repurchase Upon Change of Control in this prospectus supplement

The guarantees of the notes could be subordinated or voided by a court.

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee of the notes could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the debt evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee; and
- was insolvent or rendered insolvent by reason of such incurrence; or
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or

intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In such instances, the holders of the notes would cease to have any claim in respect of that guarantee and would be creditors solely of AmerisourceBergen and any remaining guarantors. In addition, any payment by that guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

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The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to its guarantee of the notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

A court may void the issuance of the notes in circumstances of a fraudulent transfer under federal or state fraudulent transfer laws.

If a court determines the issuance of the notes constituted a fraudulent transfer, the holders of the notes may not receive payment on the notes. Under federal bankruptcy and comparable provisions of state fraudulent transfer laws, if a court were to find that, at the time the notes were issued, AmerisourceBergen:

issued the notes with the intent of hindering, delaying or defrauding current or future creditors; or

received less than fair consideration or reasonably equivalent value for incurring the debt represented by the notes, and either (i) we were insolvent or were rendered insolvent by reason of the issuance of the notes; or (ii) we were engaged, or about to engage, in a business or transaction for which our assets were unreasonably small; or (iii) we intended to incur, or believed, or should have believed, we would incur, debts beyond our ability to pay as such debts mature;

then a court could:

avoid all or a portion of our obligations to the holders of the notes;

subordinate our obligations to the holders of the notes to our other existing and future debt, the effect of which would be to entitle the other creditors to be paid in full before any payment could be made on the notes; or

take other action harmful to the holders of the notes, including in certain circumstances, invalidating the notes.

In any of these events, we could not assure you that the holders of the notes would ever receive payment on the notes.

The measures of insolvency for the purposes of the above will be as described in the risk factor. The guarantees of the notes could be subordinated or voided by a court. We cannot assure you as to what standard a court would apply in order to determine whether we were insolvent as of the date the notes were issued, or that, regardless of the method of valuation, a court would not determine that we were insolvent on that date. Nor can we assure you that a court would not determine, regardless of whether we were insolvent on the date the notes were issued, that the issuance of the notes constituted fraudulent transfers on another ground.

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We estimate that the net proceeds to us from the sale of the notes will be approximately \$392.6 million (after deducting underwriting discounts and our offering expenses). We intend to use approximately \$221.9 million of the net proceeds to repay amounts outstanding under our Multi-Currency Revolving Credit Facility. Our Multi-Currency Revolving Credit Facility bears interest at a variable rate, which was 0.93% as of November 9, 2009, and expires on November 14, 2011. We will retain broad discretion in the allocation of the remaining net proceeds, which we intend to use for general corporate purposes, including, but not limited to, working capital, capital expenditures, repayment of indebtedness, investments in our subsidiaries, business acquisitions and the repurchase, redemption or retirement of our securities, including shares of our common stock. Pending the uses described above, we intend to invest the net proceeds from the sale of the notes in institutional money market funds, U.S. government securities, certificates of deposit or other short-term interest-bearing securities. We cannot predict whether the proceeds will be invested to yield a favorable return.

Affiliates of certain of the underwriters are lenders under our Multi-Currency Revolving Credit Facility and will receive a portion of the net proceeds from this offering, which are being applied to repay such debt. See "Underwriting Conflicts of Interest" in this prospectus supplement.

RATIO OF EARNINGS TO FIXED CHARGES

The following table shows our historical ratios of earnings to fixed charges for the periods indicated:

	Year Ended September 30,				
	2009	2008	2007	2006	2005
Ratio of earnings to fixed charges(1)	11.8	9.9	9.7	9.7	5.3

- (1) Our ratio of earnings to fixed charges on a pro forma basis, after giving effect to the issuance and sale of the notes and the use of \$221.9 million of the net proceeds therefrom to repay amounts outstanding under our Multi-Currency Revolving Credit Facility, would be 9.9 for the fiscal year ended September 30, 2009.

For purposes of computing the above ratios:

earnings consist of (a) pre-tax income from continuing operations before income or loss from equity investees, plus (b) fixed charges (as defined below), plus (c) amortization of capitalized interest, plus (d) distributed income of equity investees, less interest capitalized; and

fixed charges include (a) interest expensed and capitalized, (b) amortized premiums, discounts and capitalized expenses related to indebtedness, and (c) an estimate of the interest within rental expense.

Table of Contents**CAPITALIZATION**

The following table sets forth our consolidated cash and cash equivalents and capitalization as of September 30, 2009. We have presented our consolidated cash and cash equivalents and capitalization on both an actual and an as adjusted basis to reflect the issuance and sale of the notes offered hereby and the application of \$221.9 million of the net proceeds therefrom to repay amounts outstanding under our Multi-Currency Revolving Credit Facility. See "Use of Proceeds" in this prospectus supplement.

	As of September 30, 2009	
	Actual	As Adjusted
	(Unaudited)	
	(In thousands, except share and per share date)	
Cash and cash equivalents	\$ 1,009,368	\$ 1,180,031
Total debt:		
Blanco Revolving Credit Facility due 2010	55,000	55,000
Multi-Currency Revolving Credit Facility due 2011(1)	224,026	2,093
Receivables Securitization Facility due 2010(2)		
55/8% Senior Notes due 2012	399,058	399,058
57/8% Senior Notes due 2015	498,339	498,339
4.875% Senior Notes due 2019 offered hereby		396,696
Other	1,578	1,578
Total debt	1,178,001	1,352,764
Stockholders' equity:		
Common stock, \$0.01 par value authorized, issued and outstanding: 600,000,000 shares, 482,941,212 shares and 287,922,263 shares, respectively	4,829	4,829
Additional paid-in capital	3,737,835	3,737,835
Retained earnings	2,919,760	2,919,760
Accumulated other comprehensive loss	(46,096)	(46,096)
	6,616,328	6,616,328
Treasury stock, at cost: 195,018,949 shares	(3,899,859)	(3,899,859)
Total stockholders' equity	2,716,469	2,716,469
Total capitalization	\$ 3,894,470	\$ 4,069,233

(1) As of September 30, 2009, an additional \$457.0 million was available for borrowing under our Multi-Currency Revolving Credit Facility.

- (2) As of September 30, 2009, there were no borrowings outstanding under our \$700 million receivables securitization facility due 2010. This facility has an accordion feature available to us whereby the commitment may be increased by up to \$250 million, subject to lender approval, for seasonal needs during the December and March quarters.

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DESCRIPTION OF NOTES

The following description of the particular terms and conditions of the notes supplements, and to the extent inconsistent, replaces the description of the general terms and conditions of the debt securities set forth under Description of Debt Securities in the accompanying prospectus. Certain capitalized terms used herein are defined below under the heading Certain Definitions.

We are issuing the notes as a series of debt securities under an indenture, to be dated as of November 19, 2009 (such indenture is referred to in this prospectus supplement as the Base Indenture), between us and U.S. Bank National Association, as trustee (such trustee is referred to as the Trustee), as supplemented by a first supplemental indenture to be dated as of November 19, 2009, between us, each of the Guarantors of the notes and the Trustee (such first supplemental indenture is referred to in this prospectus supplement as the Supplemental Indenture). The Base Indenture and the Supplemental Indenture are sometimes referred to collectively in this prospectus supplement as the indenture.

Our operations are conducted through our subsidiaries. The notes will initially be jointly and severally guaranteed on an unsecured basis by certain of our existing and future Domestic Subsidiaries (other than Blanco, any Receivables Subsidiary and the Designated Non-Guarantors) that have outstanding, or will incur or guarantee other Specified Indebtedness (such guarantees are referred to as the guarantees). As of the issue date of the notes, the notes will be guaranteed by each of the subsidiaries that guarantees our 55/8% Senior Notes due 2012, our 57/8% Senior Notes due 2015 and our Credit Agreement.

We do not intend to apply for listing or quotation of the notes on any securities exchange or automated quotation system.

Principal, Maturity, and Interest

The notes will initially be issued in an aggregate principal amount of \$400 million. We may, without notice to or the consent of the holders of the notes, re-open this series and issue an unlimited aggregate principal amount of additional notes of this series from time to time. We will issue notes in denominations of \$2,000 and integral multiples of \$1,000 above that amount.

The notes will mature on November 15, 2019, unless redeemed prior to that date, as described under Optional Redemption. Interest on the notes will accrue at the rate of 4.875% per year. We will pay interest on the notes semi-annually in arrears on May 15 and November 15, beginning on May 15, 2010. We will make each interest payment to the persons who are the registered holders of the notes on the immediately preceding May 1 or November 1, respectively.

Interest on the notes will accrue from the last Interest Payment Date on which interest was paid on the notes or, if no interest has been paid on the notes, from the date of original issue.

Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Ranking

The notes:

will be general unsecured unsubordinated obligations of AmerisourceBergen;

will be equal in right of payment with any future or existing unsecured unsubordinated Indebtedness of AmerisourceBergen;

will be senior in right of payment to future subordinated Indebtedness of AmerisourceBergen, if any, that expressly provides for its subordination to the notes; and

will initially be unconditionally guaranteed by each of the Domestic Subsidiaries of AmerisourceBergen (other than Blanco, any Receivables Subsidiary and the Designated Non-Guarantors) that have outstanding or guarantee Specified Indebtedness. As of the issue date of the notes, the notes will be guaranteed

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by each of the subsidiaries that guarantees our 55/8% Senior Notes due 2012, our 57/8% Senior Notes due 2015 and our Credit Agreement.

Each guarantee:

will be a general unsecured unsubordinated obligation of the applicable guarantor;

will be *equal* in right of payment to any future unsecured unsubordinated Indebtedness of the applicable guarantor; and

will be senior in right of payment to future subordinated Indebtedness of the applicable guarantor, if any, that expressly provides for its subordination to the applicable guarantee.

However, the notes and the guarantees will be effectively subordinated in right of payment to all future secured debt of AmerisourceBergen and the guarantors and the notes will be effectively subordinated to all obligations of our subsidiaries that do not guarantee the notes. See Risk Factors The notes and the guarantees will be unsecured and effectively subordinated to our and the guarantors existing and future secured debt and Risk Factors The notes will be structurally subordinated to all existing and future liabilities of our subsidiaries that do not guarantee the notes.

As of the issue date of the notes, all of our subsidiaries that guarantee our 55/8% Senior Notes due 2012, our 57/8% Senior Notes due 2015 and the Credit Agreement will be Restricted Subsidiaries and will be guarantors. Blanco and the Receivables Subsidiaries established in connection with our accounts receivables securitization facilities and our other Designated Non-Guarantors do not guarantee our 55/8% Senior Notes due 2012, our 57/8% Senior Notes due 2015 or the Credit Agreement and will not guarantee the notes. Under the circumstances described below under the subheading Additional Covenants Designation of Restricted and Unrestricted Subsidiaries, we will be permitted to designate certain of our other subsidiaries as Unrestricted Subsidiaries. Our Unrestricted Subsidiaries will not be subject to the restrictive covenants in the indenture and will not guarantee the notes. As of September 30, 2009, our non-guarantor subsidiaries had approximately \$444.7 million of indebtedness and other liabilities (including trade payables), including \$55 million under Blanco's revolving credit facility. In addition, our subsidiary, AmerisourceBergen Drug Corporation (which will initially be a guarantor of the notes), is a party to a \$700 million receivables securitization facility, pursuant to which accounts receivable are sold on a revolving basis to a special purpose entity that will not guarantee the notes. Blanco, our Accounts Receivable Subsidiary and the Designated Non-Guarantors held approximately 20.5% of our assets as of September 30, 2009 and accounted for approximately 12.4% of our operating income for the fiscal year ended September 30, 2009.

Optional Redemption

The notes will be redeemable in whole or in part at any time and from time to time, at our option, at a Redemption Price equal to the greater of:

100% of the principal amount of the notes to be redeemed; or

as determined by an Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate.

In addition to the Redemption Price, we will pay accrued and unpaid interest on the principal amount of the notes being redeemed to the Redemption Date.

Notice of redemption will be mailed at least 30 days but no more than 60 days before the Redemption Date to each holder of notes to be redeemed, at its registered address. The notice of redemption for the notes will state, among other things, the amount of such notes to be redeemed, the Redemption Date, and the place or places that payment will be made upon presentation and surrender of notes to be redeemed. Unless we default in the payment of the Redemption Prices, interest will cease to accrue at the redemption date on any notes that have been called for redemption.

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Adjusted Treasury Rate means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date (or, in the case of either defeasance or covenant defeasance to a Redemption Date, for the applicable date of deposit with the Trustee of funds to pay the Redemption Price), plus 25 basis points.

Comparable Treasury Issue means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes.

Comparable Treasury Price means, with respect to any Redemption Date, (i) the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third Business Day preceding such Redemption Date, as set forth in the daily statistical release (or any successor release) published by the Federal Reserve Bank of New York and designated Composite 3:30 p.m. Quotations for U.S. Government Securities or (ii) if such release (or any successor release) is not published or does not contain such prices on such Business Day, (A) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations or (B) if the Trustee obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such Quotations.

Independent Investment Banker means the Reference Treasury Dealer appointed by the Trustee after consultation with AmerisourceBergen.

Reference Treasury Dealer means each of Banc of America Securities LLC, J.P. Morgan Securities Inc. and one other primary U.S. Government securities dealer in New York City (each, a Primary Treasury Dealer) appointed by the Trustee after consultation with AmerisourceBergen and its successors; provided, however, that if Banc of America Securities LLC or J.P. Morgan Securities Inc. shall cease to be a Primary Treasury Dealer, AmerisourceBergen shall substitute therefor another Primary Treasury Dealer.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any Redemption Date, the average as determined by the Trustee, of the bid and asked prices of the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m. on the third Business Day preceding such Redemption Date (or, in the case of either legal defeasance or covenant defeasance prior to a Redemption Date, for the applicable date of deposit with the Trustee of funds to pay the Redemption Price).

Remaining Scheduled Payments means, with respect to any of the notes to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related Redemption Date but for such redemption; provided, however, that, if such Redemption Date is not an Interest Payment Date with respect to such notes, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such Redemption Date.

Offer to Repurchase Upon Change of Control

Upon the occurrence of a Change of Control Triggering Event, unless AmerisourceBergen has exercised any right to redeem the notes, the indenture provides that each Holder will have the right to require AmerisourceBergen to purchase all or a portion of such Holder's notes pursuant to the offer described below (the **Change of Control Offer**), at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase, subject to the rights of Holders of notes on the relevant record date to receive interest due on the relevant

interest payment date.

Within 30 days following the date upon which the Change of Control Triggering Event occurred, or at AmerisourceBergen's option, prior to any Change of Control but after the public announcement of the pending Change of Control, AmerisourceBergen will be required to send, by first class mail, a notice to each Holder of the notes, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer. Such

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notice will state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the Change of Control Payment Date). The notice, if mailed prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date. Holders of the notes electing to have their notes purchased pursuant to a Change of Control Offer will be required to surrender their notes, with the form entitled Option of Holder to Elect Purchase on the reverse completed, to the Paying Agent at the address specified in the notice, or transfer their notes to the Paying Agent by book-entry transfer pursuant to the applicable procedures of the Paying Agent, prior to the close of business on the third Business Day prior to the Change of Control Payment Date.

AmerisourceBergen will not be required to make a Change of Control Offer if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by AmerisourceBergen and such third party purchases all of the notes properly tendered and not withdrawn under its offer.

Change of Control means the occurrence of any of the following:

- (a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of AmerisourceBergen and its Subsidiaries taken as a whole to any person (as that term is used in Section 13(d)(3) of the Exchange Act) other than to AmerisourceBergen or one of its Subsidiaries;
- (b) the consummation of any transaction (including without limitation, any merger or consolidation) the result of which is that any person (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding Voting Stock of AmerisourceBergen, measured by voting power rather than number of shares;
- (c) AmerisourceBergen consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, AmerisourceBergen, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of AmerisourceBergen or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Voting Stock of AmerisourceBergen outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving Person immediately after giving effect to such transaction;
- (d) the first day on which the majority of the members of the Board of Directors of AmerisourceBergen cease to be Continuing Directors; or
- (e) the adoption of a plan relating to the liquidation or dissolution of AmerisourceBergen.

Change of Control Triggering Event means the notes cease to be rated Investment Grade by at least two of the three Rating Agencies on any date during the period (the Trigger Period) commencing 60 days prior to the first public announcement by AmerisourceBergen of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as any of the Rating Agencies has publicly announced that it is considering a possible ratings change). Unless at least two of the three Rating Agencies are providing a rating for the notes at the commencement of any Trigger Period, the notes will be deemed to have ceased to be rated Investment Grade by at least two of the three Rating Agencies during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

Fitch means Fitch Inc., a subsidiary of Fimalac, S.A., and its successors.

Investment Grade means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating

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category of S&P); and a rating of BBB- or better by Fitch (or its equivalent under any successor rating category of Fitch).

Moody's means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

Rating Agency means each of Moody's, S&P and Fitch; *provided*, that if any of Moody's, S&P and Fitch ceases to provide rating services to issuers or investors, AmerisourceBergen may appoint a replacement for such Rating Agency that is reasonably acceptable to the Trustee under the indenture.

S&P means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

Mandatory Redemption; Sinking Fund

Except as set forth above under the heading Offer to Repurchase Upon Change of Control, no mandatory redemption obligation will be applicable to the notes. The notes will not be subject to, nor have the benefit of, a sinking fund.

Legal Defeasance and Covenant Defeasance; Satisfaction and Discharge

The legal defeasance and covenant defeasance provisions of the indenture described and the satisfaction and discharge provisions of the indenture described under Description of Debt Securities Satisfaction, Discharge and Covenant Defeasance in the accompanying prospectus will apply to the notes.

The Guarantees

The notes will be guaranteed by each of AmerisourceBergen's current and future Domestic Subsidiaries (other than Blanco, any Receivables Subsidiary and the Designated Non-Guarantors) that have outstanding, incur or guarantee Specified Indebtedness. As of the issue date of the notes, guarantees will be provided by each of the subsidiaries that guarantees our 55/8% Senior Notes due 2012, our 57/8% Senior Notes due 2015 and our Credit Agreement. These guarantees will be joint and several obligations of the Guarantors. The obligations of each Guarantor under its guarantee will be limited as necessary to prevent that guarantee from constituting a fraudulent conveyance under applicable law. See Risk Factors The guarantees of the notes could be subordinated or voided by a court.

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person, whether or not affiliated with such Guarantor, unless:

the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger (if other than a Guarantor or AmerisourceBergen) unconditionally assumes all the obligations of such Guarantor under the indenture and its guarantee, pursuant to a joinder to the indenture in form and substance reasonably satisfactory to the Trustee or by operation of law; and

immediately after giving effect to such transaction, no Default or Event of Default exists.

The guarantee of a Guarantor will be released:

in the event of a sale or other disposition of all of the assets of any Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the Capital Stock of any Guarantor, in each case to a Person that is not (either before or after giving effect to such transactions) a Subsidiary of AmerisourceBergen if, after

giving effect to such transaction, neither the Person acquiring such Capital Stock nor such Guarantor has outstanding or guarantees any Specified Indebtedness;

in the event AmerisourceBergen designates any such Guarantor to be an Unrestricted Subsidiary or Designated Non-Guarantor in accordance with the indenture; or

in the event any Guarantor shall cease (or simultaneously with the release of its guarantee hereunder shall cease) to have outstanding or guarantee any Specified Indebtedness.

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Additional Covenants

In addition to the covenants described in the accompanying prospectus, the following additional covenants shall apply to the notes. The provisions described in the accompanying prospectus under the heading **Description of Debt Securities Satisfaction, Discharge and Covenant Defeasance** relating to covenant defeasance shall apply to these additional covenants.

Limitation on Liens

AmerisourceBergen will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind securing Indebtedness on any asset now owned or hereafter acquired, except Permitted Liens, unless (a) in the case of AmerisourceBergen, the notes are secured by such Lien equally and ratably with, or prior to, the Indebtedness secured by such Lien or (b) in the case of any Guarantor, such Guarantor's guarantee is secured by such Lien equally and ratably with, or prior to, the Indebtedness secured by such Lien.

Limitation on Sale and Leaseback Transactions

AmerisourceBergen will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; *provided* that AmerisourceBergen or any Guarantor may enter into a sale and leaseback transaction if (i) AmerisourceBergen or such Guarantor, as applicable, could have incurred a Lien to secure such Indebtedness in an amount equal to Attributable Indebtedness relating to such sale and leaseback transaction pursuant to the provision described above under the subheading **Limitation on Liens** and (ii) the gross cash proceeds of such sale and leaseback transaction are at least equal to the fair market value (as determined in good faith by AmerisourceBergen's Board of Directors and set forth in an Officers' Certificate delivered to the Trustee) of the property that is the subject of such sale and leaseback transaction.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of AmerisourceBergen may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. The Board of Directors of AmerisourceBergen may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default.

Additional Subsidiary Guarantees

Any Domestic Subsidiary of AmerisourceBergen (other than Blanco and any Receivables Subsidiary) which incurs, has outstanding or guarantees any Specified Indebtedness will, simultaneously with such incurrence or guarantee (or, if the Domestic Subsidiary has outstanding or guarantees Specified Indebtedness at the time of its creation or acquisition, at the time of such creation or acquisition), become a Guarantor and execute and deliver to the Trustee a joinder to the indenture pursuant to which such Subsidiary will agree to guarantee AmerisourceBergen's obligations under the notes, except for all Subsidiaries that have properly been designated as Unrestricted Subsidiaries or Designated Non-Guarantors in accordance with the indenture for so long as they continue to constitute Unrestricted Subsidiaries or Designated Non-Guarantors.

Reports

Whether or not required by the SEC, so long as any notes are outstanding, AmerisourceBergen will file a copy of:

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all quarterly and annual financial information required to be contained in a filing with the SEC on Forms 10-Q and 10-K; and

all current reports required to be filed with the SEC on Form 8-K;

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with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing) and make such information available to securities analysts and prospective investors upon request.

Additional Events of Default

In addition to the Events of Default described in the accompanying prospectus, each of the following is an Event of Default with respect to the notes:

failure by AmerisourceBergen or any of its Restricted Subsidiaries for 30 days from receipt of written notice by the Trustee or the Holders of at least 25% of the principal amount of such series of notes outstanding to comply with the provisions described under the caption "Offer to Repurchase Upon Change of Control";

default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by AmerisourceBergen or any of its Restricted Subsidiaries (or the payment of which is guaranteed by AmerisourceBergen or any of its Subsidiaries), whether such Indebtedness or guarantee now exists, or is created after the issue date of the notes, if that default:

(a) is caused by the failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a Payment Default), or

(b) results in the actual acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$50.0 million or more;

a final judgment or final judgments for the payment of money are entered by a court or courts of competent jurisdiction against AmerisourceBergen or any of its Significant Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary and such judgment or judgments remain undischarged for a period (during which execution shall not be effectively stayed pending appeal (or otherwise stayed)) of 60 days, *provided* that the aggregate of all such undischarged judgments exceeds \$50.0 million (net of any amount covered by insurance); or

except as permitted by the indenture, any guarantee is held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under such Guarantor's guarantee.

In addition, all references to 51% in the provisions of the indenture related to acceleration and the initiation of enforcement proceedings described in the accompanying prospectus under "Description of Debt Securities - Events of Default" shall be replaced with 25%.

Additional Restrictions on Amendment, Supplement and Waiver

In addition to the provisions of the indenture which may not be amended or waived without the consent of each holder of debt securities of any series affected as described in the accompanying prospectus under the heading "Description of Debt Securities - Modification and Waiver", an amendment or waiver may not (with respect to any notes held by a non-consenting holder of the notes) release any Guarantor or co-obligor from any of its obligations under its guarantee or the indenture, except in compliance with the terms of the indenture.

Global Securities

The notes will be issued as Global Securities as described in the accompanying prospectus. The Depository Trust Company (DTC) will act as depository for the notes. DTC has advised us that DTC is a

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limited-purpose trust company created to hold securities for its participating organizations (collectively, the Participants) and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the Indirect Participants). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and the Indirect Participants.

Certain Definitions

Affiliate of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, control, as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms controlling, controlled by and under common control with have correlative meanings. No Person (other than AmerisourceBergen or any Subsidiary of AmerisourceBergen) in whom a Receivables Subsidiary makes an Investment in connection with a Qualified Receivables Transaction will be deemed to be an Affiliate of AmerisourceBergen or any of its Subsidiaries solely by reason of such Investment.

Asset Sale means the sale, lease, conveyance or other disposition of any assets or rights, other than sales or returns of inventory in the ordinary course of business (*provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of AmerisourceBergen and its Restricted Subsidiaries taken as a whole shall be governed by the provisions of the indenture described in the accompanying prospectus under the heading Description of Debt Securities Consolidation, Merger or Sale of Assets).

Attributable Indebtedness in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

Bankruptcy Law means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

Beneficial Owner has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular person (as that term is used in Section 13(d)(3) of the Exchange Act), such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms Beneficially Owns and Beneficially Owned have a corresponding meaning.

Blanco means J.M. Blanco, Inc.

Board of Directors means (i) with respect to a corporation, the Board of Directors of the corporation or any authorized committee of the Board of Directors, (ii) with respect to a partnership, the Board of Directors of the general partner of the partnership; and (iii) with respect to any other Person, the board or committee of such Person serving a similar function.

Board Resolution means a copy of a resolution certified by the Secretary or an Assistant Secretary of any Person to have been duly adopted by any Board of Directors or any duly authorized committee thereof and to be in full force and effect on the date of such certification, and delivered to the Trustee.

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Business Day means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in the Place of Payment are authorized or obligated by law to close.

Capital Lease Obligation means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP.

Capital Stock means

(a) in the case of a corporation, corporate stock,

(b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock,

(c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and

(d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, other than earnouts.

Chairman means the Chairman of any Person's Board of Directors.

Consolidated Cash Flow means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period *plus*:

(a) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income; *plus*

(b) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(c) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Indebtedness, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations), to the extent that any such expense was deducted in computing such Consolidated Net Income; *plus*

(d) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; *plus*

(e) all nonrecurring and unusual charges (including, without limitation, restructuring, shutdown, severance and facility consolidation costs) taken by AmerisourceBergen related to the business transformation project to implement an

enterprise resource planning system; *minus*

(f) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business,

in each case, on a consolidated basis and determined in accordance with GAAP.

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Consolidated Net Income means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; *provided that*:

(a) the Net Income or loss of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or distributions paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(b) the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or other governing instrument or any judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(c) the cumulative effect of a change in accounting principles will be excluded;

(d) to the extent deducted in the calculation of Net Income, any non-recurring charges associated with any premium or penalty paid, write-offs of deferred financing costs or other financial recapitalization charges in connection with redeeming or retiring any indebtedness prior to its Stated Maturity will be added back to arrive at Consolidated Net Income; and

(e) the Net Income (but not loss) of any Unrestricted Subsidiary will be excluded (except to the extent distributed to AmerisourceBergen or one of its Restricted Subsidiaries).

Consolidated Net Worth means, with respect to any Person, the total of the amounts shown on such Person's and its consolidated Subsidiaries' balance sheet, determined on a consolidated basis in accordance with GAAP, as of the end of the most recent fiscal quarter for which internal financial statements are available prior to the taking of any action for purpose of which the determination is being made, as the sum of (i) the par or stated value of all such Person's Capital Stock, plus (ii) paid-in-capital or capital surplus relating to such Capital Stock, plus (iii) any retained earnings or earned surplus, minus (iv) any accumulated deficit, minus (v) any amounts attributable to Disqualified Stock.

Continuing Directors means, as of any date of determination, any member of the Board of Directors of AmerisourceBergen who (i) was a member of such Board of Directors on the date of the Supplemental Indenture or (ii) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

Credit Agreement means the Credit Agreement dated as of November 14, 2006, among AmerisourceBergen, the lenders party thereto, JPMorgan Chase Bank N.A., as administrative agent, J. P. Morgan Europe Limited, as London agent, The Bank of Nova Scotia, as Canadian agent and the other financial institutions party thereto.

Credit Facilities means, one or more debt facilities, commercial paper facilities, or capital markets financings, in each case with banks, investment banks, other institutional lenders or investors or trustees providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit, or capital markets financings, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

Default means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

Designated Non-Guarantors means those certain Domestic Subsidiaries that have been designated by AmerisourceBergen in an Officers Certificate delivered to the Trustee as being Designated Non-Guarantors; *provided* that (i) in no event may the Designated Non-Guarantors taken as a whole hold more than 7.5% of the consolidated assets, or account for more than 5% of the consolidated revenues or Consolidated Cash Flow, of

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AmerisourceBergen and its Restricted Subsidiaries, calculated at the end of each fiscal quarter in accordance with GAAP on a trailing four-quarter basis and (ii) in no event may any Restricted Subsidiary be designated as a Designated Non-Guarantor at a time when a default has occurred and is continuing under any indenture or Credit Facility of AmerisourceBergen or any of its Restricted Subsidiaries. In the event that following any fiscal quarter end, the Restricted Subsidiaries that have been previously designated as Designated Non-Guarantors, when taken as a whole, account for more than 5% of such consolidated assets of such fiscal quarter end or more than 7.5% of such consolidated revenues or Consolidated Cash Flow during such fiscal quarter, calculated in accordance with GAAP on a trailing four-quarter basis, then AmerisourceBergen will cause any one or more of such Restricted Subsidiaries to become Guarantors within 45 days of such fiscal quarter end so that the Designated Non-Guarantors will not, when taken as a whole, account for more than the applicable percentage of any such measures. Notwithstanding the foregoing, Blanco and all Receivables Subsidiaries will be permitted to be Designated Non-Guarantors, and their assets, revenues and Consolidated Cash Flow will be disregarded for purposes of the financial tests required by this definition.

Disqualified Stock means, on any date, any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the latest date on which the notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require AmerisourceBergen to repurchase such Capital Stock upon the occurrence of a change of control will not constitute Disqualified Stock if the terms of such repurchase rights are not more favorable to the holders of such Capital Stock than the covenant described above under the caption Offer to Repurchase Upon Change of Control.

Domestic Subsidiary means any Restricted Subsidiary of AmerisourceBergen that was formed under the laws of the United States or any state of the United States or the District of Columbia or that guarantees or otherwise provides direct credit support for any Indebtedness of AmerisourceBergen; *provided* that a Restricted Subsidiary with assets having an aggregate fair market value of less than \$100,000 will not be deemed to be a Domestic Subsidiary unless and until it acquires assets having an aggregate fair market value in excess of that amount.

Event of Default has the meaning specified under the heading Additional Events of Default and under the heading Description of Debt Securities Events of Default in the accompanying prospectus.

Equity Interests means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock) and beneficial interests and trusts created by a Receivables Subsidiary.

GAAP means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

Guarantee means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

Guarantor means each Subsidiary of AmerisourceBergen that guarantees the notes pursuant to the indenture.

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Hedging Obligations means, with respect to any specified Person, the obligations of such Person under:

- (a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements and
- (b) other agreements or arrangements designed to protect such Person against fluctuations in interest rates, foreign currency translation and commodity prices.

Indebtedness means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

- (a) in respect of borrowed money;
- (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (c) in respect of banker's acceptances;
- (d) representing Capital Lease Obligations;
- (e) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable; or
- (f) representing any Hedging Obligations.

If and to the extent any of the preceding items (other than letters of credit) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term Indebtedness includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date will be:

- (a) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and
- (b) the principal amount of the Indebtedness, together with any interest on the Indebtedness that is more than 30 days past due, in the case of any other Indebtedness.

Indebtedness shall not include the obligations of any Person resulting from post-closing payment adjustments to which the seller may become entitled in connection with the purchase by AmerisourceBergen or any of its Restricted Subsidiaries of any business, to the extent such payment is determined by a final closing financial statement or such payment depends on the performance of such business after the closing; *provided* that at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 60 days thereafter.

Interest Payment Date, when used with respect to any series of Securities, means any date on which an installment of interest on those Securities is scheduled to be paid.

Investment means, with respect to any Person, all direct or indirect investment by such Person in other Persons (including Affiliates) in the form of loans (including Guarantees or other obligations), advances or capital

contributions (excluding commissions, travel, moving and similar advances to officers and employees and loans and advances to customers and suppliers made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

Lien means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any agreement to give a security interest in and any filing of or agreement to give any financing

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statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; in each case, except in connection with any Qualified Receivables Transaction.

Net Income means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (i) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (a) any Asset Sale or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries and (ii) any extraordinary gain (but not loss), together with any related provision for taxes on such extraordinary gain (but not loss).

Non-Recourse Debt means Indebtedness:

(a) as to which neither AmerisourceBergen nor any of its Restricted Subsidiaries (i) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (ii) is directly or indirectly liable as a guarantor or otherwise or (iii) constitutes the lender;

(b) no default with respect to which (including any rights that the holders of the Indebtedness may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness of AmerisourceBergen or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment of the Indebtedness to be accelerated or payable prior to its Stated Maturity; and

(c) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of AmerisourceBergen or any of its Restricted Subsidiaries.

Obligations means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

Officer means, with respect to any Person, such Person's Chairman, Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, Treasurer, any Assistant Treasurer, Controller, Secretary or any Vice-President of such Person.

Officers Certificate means a certificate signed by any two of any Person's Chairman, Chief Executive Officer, Chief Financial Officer, President, Executive Vice President, Senior Vice President, Treasurer, and any Assistant Treasurer, or by any other officer or officers of such Person pursuant to an applicable Board Resolution, and delivered to the Trustee.

Paying Agent means, with respect to any Securities, any Person appointed by AmerisourceBergen to distribute amounts payable by AmerisourceBergen on such Securities. If at any time there shall be more than one such Person,

Paying Agent as used with respect to the Securities of any particular series shall mean the Paying Agent with respect to Securities of that series. As of the date of the Base Indenture, AmerisourceBergen has appointed U.S. Bank National Association, as Paying Agent with respect to all Securities issuable hereunder.

Permitted Liens means any of the following:

(a) Liens securing Indebtedness under Credit Facilities or any Hedging Obligations related thereto, *provided*, that the foregoing Liens shall constitute Permitted Liens only to the extent that such Liens secure Indebtedness in an aggregate principal amount outstanding not to exceed, at the time of determination, 15% of AmerisourceBergen's Consolidated Net Worth;

(b) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with or acquired by AmerisourceBergen or any Restricted Subsidiary of AmerisourceBergen; *provided* that such Liens were in existence prior to the contemplation of such merger or consolidation or acquisition and do not extend to any assets other than those of the Person merged into or consolidated with AmerisourceBergen or the Restricted Subsidiary;

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- (c) Liens on property existing at the time of acquisition of the property by AmerisourceBergen or any Restricted Subsidiary of AmerisourceBergen, *provided* that such Liens were in existence prior to the contemplation of such acquisition;
- (d) Liens to secure the performance of statutory obligations, surety or appeal bonds, bid bonds, payment bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business;
- (e) Liens existing on the issue date of the notes;
- (f) Liens in favor of AmerisourceBergen or the Restricted Subsidiaries;
- (g) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;
- (h) Liens on assets of AmerisourceBergen or any of its Subsidiaries (including Receivables Subsidiaries) incurred in connection with a Qualified Receivables Transaction;
- (i) Liens on assets of Unrestricted Subsidiaries that secure Non-Recourse Debt of Unrestricted Subsidiaries;
- (j) Liens to secure Indebtedness of a Restricted Subsidiary to AmerisourceBergen or another of its Restricted Subsidiaries;
- (k) Liens on any property or asset acquired by AmerisourceBergen or any of its Restricted Subsidiaries in favor of the seller of such property or asset and construction mortgages on real property, in each case, created within twelve months after the date of acquisition, construction or improvement of such property or asset by AmerisourceBergen or such Restricted Subsidiary to secure the purchase price or other obligation of AmerisourceBergen or such Restricted Subsidiary to the seller of such property or asset or the construction or improvement cost of such property in an amount up to the total cost of the acquisition, construction or improvement of such property or asset; *provided* that in each case, such Lien does not extend to any other property or asset of AmerisourceBergen and its Restricted Subsidiaries;
- (l) Liens incurred or pledges and deposits made in connection with workers' compensation, unemployment insurance and other social security benefits;
- (m) Liens imposed by law, such as mechanics', carriers', warehousemen's, materialmen's, and vendors' Liens, incurred in good faith in the ordinary course of business with respect to amounts not yet delinquent or being contested in good faith by appropriate proceedings if a reserve or other appropriate provisions, if any, as shall be required by GAAP shall have been made therefor;
- (n) financing statements granted with respect to personal property leased by AmerisourceBergen and its Restricted Subsidiaries pursuant to leases considered operating leases in accordance with GAAP, *provided* that such financing statements are granted solely in connection with such leases; and Liens to secure Capital Lease Obligations in an amount not to exceed the greater of (x) \$125.0 million and (y) 3.0% of AmerisourceBergen's Consolidated Net Worth covering only the assets acquired with such Indebtedness;
- (o) judgment Liens to the extent that such judgments do not cause or constitute a Default or an Event of Default;

(p) Liens consisting of easements, rights-of-way, zoning restrictions, restrictions on the use of real property, and defects and irregularities in the title thereto, landlords' Liens and other similar Liens and encumbrances none of which interfere materially with the use of the property covered thereby in the ordinary course of the business of AmerisourceBergen or such Restricted Subsidiary and which do not, in the opinion of AmerisourceBergen, materially detract from the value of such properties;

(q) Liens in favor of the United States of America or any state thereof, or any department or agency or instrumentality or political subdivision of the United States of America or any state thereof or political

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entity affiliated therewith, or in favor of any other country, or any political subdivision thereof, to secure, progress, advance or other payments, or other obligations, pursuant to any contract or statute, or to secure any Indebtedness incurred for the purpose of financing all or any part of the cost of acquiring, constructing or improving the property subject to such Liens (including Liens incurred in connection with pollution control, industrial revenue or similar financings);

(r) Liens securing Permitted Refinancing Indebtedness incurred to refinance Indebtedness that was secured by a Lien permitted under the indenture; *provided* that any such Lien shall not extend to or cover any assets or property not securing the Indebtedness so refinanced and that such refinancing does not, directly or indirectly, result in an increase in the aggregate amount of secured Indebtedness of AmerisourceBergen and its Restricted Subsidiaries (except to the extent as a result of the financing of accrued interest on the Indebtedness refinanced and the amount of all expenses and premiums incurred in connection with such refinancing);

(s) any extension or renewal, or successive extensions or renewals, in whole or in part, of Liens permitted pursuant to the foregoing clauses (a) through (p) *provided* that no such extension or renewal Lien shall (A) secure more than the amount of Indebtedness or other obligations secured by the Lien being so extended or renewed or (B) extend to any property or assets not subject to the Lien being so extended or renewed; and

(t) Liens incurred in the ordinary course of business of AmerisourceBergen and its Restricted Subsidiaries with respect to obligations outstanding at any one time that do not exceed the greater of (i) \$50.0 million and (ii) 1.0% of AmerisourceBergen's Consolidated Net Worth.

Permitted Refinancing Indebtedness means any Indebtedness of AmerisourceBergen or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of AmerisourceBergen or any of its Restricted Subsidiaries (other than intercompany Indebtedness).

Person means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

Qualified Receivables Transaction means any transaction or series of transactions entered into by AmerisourceBergen or any of its Subsidiaries pursuant to which AmerisourceBergen or any of its Subsidiaries sells, conveys or otherwise transfers to (i) a Receivables Subsidiary (in the case of a transfer by AmerisourceBergen or any of its Subsidiaries) and (ii) any other Person (in the case of a transfer by a Receivables Subsidiary), or grants a security interest in, any accounts receivable (whether now existing or arising in the future) or inventory of AmerisourceBergen or any of its Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable or inventory, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable or inventory.

Receivables Subsidiary means a Subsidiary of AmerisourceBergen which engages in no activities other than in connection with the financing of accounts receivable or inventory and which is designated by the Board of Directors of AmerisourceBergen (as provided below) as a Receivables Subsidiary (a) no portion of the Indebtedness or any other Obligations (contingent or otherwise) of which (i) is guaranteed by AmerisourceBergen or any Subsidiary of AmerisourceBergen (excluding guarantees of Obligations (other than the principal of, and interest on, Indebtedness) pursuant to representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with a Qualified Receivables Transaction), (ii) is recourse to or obligates AmerisourceBergen or any Subsidiary of AmerisourceBergen in any way other than pursuant to representations, warranties, covenants and

indemnities entered into in the ordinary course of business in connection with a Qualified Receivables Transaction or (iii) subjects any property or asset of AmerisourceBergen or any Subsidiary of AmerisourceBergen (other than accounts receivable or inventory and related assets as provided in the definition of Qualified Receivables Transaction), directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to

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representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with a Qualified Receivables Transaction, (b) with which neither AmerisourceBergen nor any Subsidiary of AmerisourceBergen has any material contract, agreement, arrangement or understanding other than on terms customary for securitization of receivables or inventory and (c) with which neither AmerisourceBergen nor any Subsidiary of AmerisourceBergen has any obligation to maintain or preserve such Subsidiary's financial condition or cause such Subsidiary to achieve certain levels of operating results. Any such designation by the Board of Directors of AmerisourceBergen will be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors of AmerisourceBergen giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions.

Redemption Date, when used with respect to any of the notes to be redeemed, means the date fixed for such redemption by or pursuant to the indenture.

Redemption Price, when used with respect to any of the notes to be redeemed, means the price specified in such note at which it is to be redeemed pursuant to the indenture.

Restricted Subsidiary of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

Security or Securities means any note or notes, bond or bonds, debenture or debentures, or any other evidences of indebtedness, as the case may be, of any series authenticated and delivered from time to time under the indenture.

Securities Act means the Securities Act of 1933, as amended from time to time, and any statute successor thereto.

Significant Subsidiary means any Restricted Subsidiary that would be a significant subsidiary as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the Supplemental Indenture.

Specified Indebtedness means (i) any Indebtedness under the Credit Agreement and any Indebtedness incurred under Credit Facilities that refinances such Indebtedness or (ii) any Trigger Indebtedness.

Stated Maturity means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

Subsidiary means, with respect to any specified Person:

(a) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(b) any partnership (i) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (ii) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

Trigger Indebtedness means any Indebtedness other than (i) Capital Lease Obligations and (ii) Indebtedness (other than Capital Lease Obligations) in an aggregate principal amount for all Domestic Subsidiaries of AmerisourceBergen

(other than Blanco and any Receivables Subsidiary) that are not Guarantors at any time outstanding not to exceed \$25 million (the Original Definition), *provided, however*, that for so long as the Domestic Subsidiaries of AmerisourceBergen (other than Blanco and any Receivables Subsidiary) that are not Guarantors have as a group in excess of \$25 million in aggregate principal amount of Indebtedness (other than Capital Lease Obligations) outstanding, the term Trigger Indebtedness shall mean any Indebtedness; *provided further*, that from and after any subsequent date that the Domestic Subsidiaries of AmerisourceBergen (other

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than Blanco and any Receivables Subsidiary) that are not Guarantors do not have as a group in excess of \$25 million in aggregate principal amount of Indebtedness (other than Capital Lease Obligations) outstanding, the term Trigger Indebtedness shall mean the Original Definition.

Unrestricted Subsidiary means any Subsidiary of AmerisourceBergen that is designated by the Board of Directors of AmerisourceBergen as an Unrestricted Subsidiary pursuant to a Board Resolution, but only to the extent that such Subsidiary:

- (a) has no Indebtedness other than Non-Recourse Debt;
- (b) is not party to any agreement, contract, arrangement or understanding with AmerisourceBergen or any Restricted Subsidiary of AmerisourceBergen unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to AmerisourceBergen or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of AmerisourceBergen;
- (c) is a Person with respect to which neither AmerisourceBergen nor any of its Restricted Subsidiaries has any direct or indirect obligation (i) to subscribe for additional Equity Interests or (ii) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;
- (d) is not guaranteeing or otherwise providing credit support for any Indebtedness of AmerisourceBergen or any of its Restricted Subsidiaries; and
- (e) has at least one director on its Board of Directors that is not a director or executive officer of AmerisourceBergen or any of its Restricted Subsidiaries and has at least one executive officer that is not a director or executive officer of AmerisourceBergen or any of its Restricted Subsidiaries.

Any designation of a Subsidiary of AmerisourceBergen as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a certified copy of the Board Resolution giving effect to such designation and an Officers Certificate certifying that such designation complied with the preceding conditions. If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of AmerisourceBergen as of such date. The Board of Directors of AmerisourceBergen may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of AmerisourceBergen of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation will only be permitted if (i) such Indebtedness is permitted under the indenture and (ii) no Event of Default would be in existence following such designation. Notwithstanding the foregoing, Blanco and all Receivables Subsidiaries will be permitted to be Unrestricted Subsidiaries.

Voting Stock of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote or readily convertible into Capital Stock of such Person that is entitled to vote in the election of the Board of Directors of such Person.

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MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material U.S. federal income tax consequences relating to the purchase, ownership and disposition of the notes, but does not purport to be a complete analysis of all the potential tax considerations relating thereto. This summary is based upon the provisions of the Internal Revenue Code of 1986, as amended (which we refer to in this prospectus supplement as the Code), U.S. Treasury regulations promulgated thereunder (which we refer to in this prospectus supplement as Treasury Regulations), judicial decisions, published positions of the Internal Revenue Service (which we refer to in this prospectus supplement as IRS) and other applicable authorities, all as of the date hereof. These authorities may be changed, possibly with retroactive effect, so as to result in U.S. federal income tax consequences different from those set forth below. We have not sought any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions or that such statements and conclusions, if challenged by the IRS, will be sustained by a court.

This summary is limited to holders who purchase the notes upon their initial issuance at their initial issue price (which will equal the first price at which a substantial amount of notes is sold to the public for cash) and who hold the notes as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This summary does not address the effect of the alternative minimum tax, U.S. federal estate or gift tax laws or the tax considerations arising under the laws of any foreign, state or local jurisdiction. In addition, this discussion does not address tax considerations applicable to an investor's particular circumstances or to investors that may be subject to special tax rules, including, without limitation:

banks, insurance companies, or other financial institutions;

holders subject to the alternative minimum tax;

tax-exempt organizations;

dealers in securities or commodities;

traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;

S corporations, partnerships or other pass-through entities;

expatriates and certain former citizens or long-term residents of the United States;

U.S. holders (as defined below) whose functional currency is not the U.S. Dollar;

persons who hold the notes as a position in a hedging transaction, straddle, conversion transaction or other risk reduction transaction; or

persons deemed to sell the notes under the constructive sale provisions of the Code.

If a partnership or other pass-through entity for U.S. federal income tax purposes is a beneficial owner of a note, the treatment of a partner in the partnership or member in such other entity generally will depend on the status of the partner or member and the activities of the partnership or such other entity. Partnerships or other pass-through entities, and partners in such partnerships or members in such other entities, should consult their tax advisors about the

U.S. federal income tax consequences of purchasing, owning and disposing of the notes.

THIS SUMMARY OF CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. YOU ARE URGED TO CONSULT YOUR TAX ADVISOR WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION IN CONNECTION WITH THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES ARISING AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE FEDERAL ESTATE OR GIFT TAX RULES OR UNDER THE LAWS OF ANY STATE, LOCAL, FOREIGN OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

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Consequences to U.S. holders

The following is a summary of certain material U.S. federal income tax consequences that will apply to you if you are a U.S. holder of the notes. Certain consequences to non-U.S. holders of the notes are described under *Consequences to non-U.S. holders* below. For purposes of this discussion, *U.S. holder* means a beneficial owner of a note that is:

an individual citizen or resident of the United States;

a corporation or other entity taxable as a corporation for U.S. federal income tax purposes created or organized in the United States or under the laws of the United States, any state thereof, or the District of Columbia;

an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or

a trust that (1) is subject to the primary supervision of a U.S. court and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

Payments of interest on the notes

U.S. holders generally will be required to recognize any stated interest as ordinary income at the time it is paid or accrued on the notes in accordance with such U.S. holder's method of accounting for U.S. federal income tax purposes.

Additional payments

As described under the headings *Description of Notes - Optional Redemption* and *Description of Notes - Offer to Repurchase Upon Change of Control*, we may be required to pay you amounts in excess of stated interest and principal in certain circumstances. We intend to take the position that the notes should not be treated as contingent payment debt instruments because of these additional payments. This position is based in part on assumptions regarding the possibility, as of the date of issuance of the notes, that such additional amounts will be paid. Assuming such position is respected, you would likely treat any such payments paid to you in connection with a repurchase or redemption as described below in *Consequences to U.S. holders - Sale, exchange, redemption or other taxable disposition of the notes*. Our position is binding on you, unless you explicitly disclose to the IRS on your tax return for the year during which you acquire the notes that you are taking a different position. However, the IRS may take a contrary position from that described above, which could affect the timing and character of your income on the notes. You should consult your tax advisors regarding the application of the contingent payment debt instrument rules to the notes. The remainder of this discussion assumes that the notes are not treated as contingent payment debt instruments.

Sale, exchange, redemption or other taxable disposition of the notes

Upon the sale, exchange, redemption or other taxable disposition of a note, a U.S. holder generally will recognize capital gain or loss equal to the difference, if any, between (i) the sum of cash plus the fair market value of all other property received on such disposition (except to the extent such cash or property is attributable to accrued but unpaid interest not previously included in income, which generally will be taxable as ordinary income) and (ii) the U.S. holder's tax basis in the note. Your tax basis in a note generally will equal the cost of the note. Such capital gain or loss will be long-term capital gain or loss if, at the time of such disposition, you have held the note for more than one year. Long-term capital gains recognized by certain non-corporate U.S. holders, including individuals, will generally be subject to a reduced tax rate. The deductibility of capital losses is subject to limitations.

Backup withholding and information reporting

We are required to furnish to the record holders of the notes, other than corporations and other exempt holders, and to the IRS, information with respect to interest paid on the notes.

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You may be subject to backup withholding with respect to interest paid on the notes or with respect to proceeds received from a disposition of the notes. Certain holders (including, among others, corporations and certain tax-exempt organizations) generally are not subject to backup withholding. You will be subject to backup withholding if you are not otherwise exempt and you (i) fail to furnish your taxpayer identification number (which we refer to in this prospectus supplement as "TIN"), which, for an individual, is ordinarily his or her social security number; (ii) furnish an incorrect TIN; (iii) are notified by the IRS that you have failed to properly report payments of interest or dividends; or (iv) fail to certify, under penalties of perjury, that you have furnished a correct TIN and that the IRS has not notified you that you are subject to backup withholding. Backup withholding is not an additional tax but, rather, is a method of tax collection. You generally will be entitled to credit any amounts withheld under the backup withholding rules against your U.S. federal income tax liability provided that the required information is furnished to the IRS in a timely manner.

Consequences to non-U.S. holders

The following is a summary of certain material U.S. federal income tax consequences that will apply to you if you are a non-U.S. holder of the notes. For purposes of this discussion, a "non-U.S. holder" means a beneficial owner of a note that is not a U.S. holder.

Payments of interest on the notes

Generally, subject to the discussion of backup withholding below, if you are a non-U.S. holder, interest income paid on a note that is not effectively connected with a U.S. trade or business will not be subject to a U.S. withholding tax under the portfolio interest exemption, *provided* that the non-U.S. holder:

does not own, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote;

is not a controlled foreign corporation with respect to which we are, directly or indirectly, a related person ;

is not a bank receiving interest pursuant to a loan agreement entered into in the ordinary course of its trade or business; and

provides its name and address, and certifies, under penalties of perjury, that it is not a U.S. person (which certification may be made on an IRS Form W-8BEN (or successor form)), or holds its notes through certain foreign intermediaries and the non-U.S. holder and the foreign intermediaries satisfy the certification requirements of applicable Treasury Regulations.

If you cannot satisfy the requirements described above, you will be subject to the 30% U.S. federal withholding tax with respect to payments of interest on the notes, unless you provide us with a properly executed (1) IRS Form W-8BEN (or successor form) claiming an exemption from or reduction in withholding under the benefit of an applicable U.S. income tax treaty or (2) IRS Form W-8ECI (or successor form) stating that the interest is not subject to withholding tax because it is effectively connected with the conduct of a U.S. trade or business. Except to the extent otherwise provided under an applicable income tax treaty, if you are engaged in a trade or business in the United States and interest on a note is effectively connected with your conduct of that trade or business, you will be subject to U.S. federal income tax on that interest on a net income basis (although you will be exempt from the 30% withholding tax, provided the certification requirements described above are satisfied) in the same manner as if you were a United States person as defined under the Code. In addition, if you are a foreign corporation, you may be subject to a branch profits tax equal to 30% (or lower rate as may be prescribed under an applicable U.S. income tax treaty) of your earnings and profits for the taxable year, subject to adjustments, that are effectively connected with your conduct of a

trade or business in the United States.

Additional payments

As described under the headings Description of Notes Optional Redemption and Description of Notes Offer to Repurchase Upon Change of Control, we may be required to pay amounts in excess of

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stated interest and principal in certain circumstances. We intend to treat any such amounts paid to a non-U.S. holder pursuant to any such repurchase or redemption as additional amounts paid for the notes, subject to the rules described below in **Consequences to non-U.S. holders** **Sale, exchange, redemption or other taxable disposition of the notes.**

Sale, exchange, redemption or other taxable disposition of the notes

Subject to the discussion below regarding backup withholding, any gain realized by a non-U.S. holder on the sale, exchange, redemption or other disposition of a note (except with respect to accrued and unpaid interest, which would be taxable as described above) generally will not be subject to U.S. federal income tax unless:

the gain is effectively connected with your conduct of a trade or business in the United States; or

you are an individual who is present in the United States for 183 days or more in the taxable year of sale, exchange or other disposition, and certain conditions are met.

If your gain is described in the first bullet point above, you generally will be subject to U.S. federal income tax on the net gain derived from the sale. If you are a corporation, then you may also be required to pay a branch profits tax at a 30% rate (or such lower rate as may be prescribed under an applicable U.S. income tax treaty) on any such effectively connected gain. If you are an individual described in the second bullet point above, you will be subject to a flat 30% U.S. federal income tax on the gain derived from the sale, which may be offset by U.S. source capital losses, even though you are not considered a resident of the United States. You should consult any applicable income tax treaties that may provide for different rules. In addition, you are urged to consult your tax advisors regarding the tax consequences of the acquisition, ownership and disposition of the notes.

Backup withholding and information reporting

If you are a non-U.S. holder, in general, you will not be subject to backup withholding and information reporting with respect to payments that we make to you provided that we do not have actual knowledge or reason to know that you are a U.S. person and you have given us the statement described above under **Consequences to non-U.S. holders** **Payments of interest on the notes.** In addition, you will not be subject to backup withholding or information reporting with respect to the proceeds of the sale of a note within the United States or conducted through certain U.S.-related financial intermediaries, if the payor receives the statement described above and does not have actual knowledge or reason to know that you are a U.S. person, as defined under the Code, or you otherwise establish an exemption. However, we will be required to report annually to the IRS and to you the amount of, and the tax withheld with respect to, any interest paid to you, regardless of whether any tax was actually withheld. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which you reside.

You generally will be entitled to credit any amounts withheld under the backup withholding rules against your U.S. federal income tax liability provided that the required information is furnished to the IRS in a timely manner.

Table of Contents**UNDERWRITING**

Banc of America Securities LLC and J.P. Morgan Securities Inc. are acting as representatives of the underwriters named below. Subject to the terms and conditions stated in the underwriting agreement between us and the representatives, we have agreed to sell to each underwriter, and each underwriter has severally agreed to purchase from us, the principal amount of notes that appears opposite its name in the table below:

Underwriter	Principal Amount
Banc of America Securities LLC	\$ 160,000,000
J.P. Morgan Securities Inc.	\$ 160,000,000
Barclays Capital Inc.	\$ 10,000,000
Deutsche Bank Securities Inc.	\$ 10,000,000
Goldman, Sachs & Co.	\$ 10,000,000
Mitsubishi UFJ Securities, LLC	\$ 10,000,000
Mizuho Securities USA Inc.	\$ 10,000,000
PNC Capital Markets LLC	\$ 10,000,000
Scotia Capital (USA) Inc.	\$ 10,000,000
Wells Fargo Securities, LLC	\$ 10,000,000
Total	\$ 400,000,000

The underwriting agreement provides that the obligations of the underwriters to purchase the notes included in this offering are subject to approval of legal matters by counsel and to other conditions. The underwriters have agreed to purchase all of the notes if any of them are purchased.

The underwriters initially propose to offer the notes to the public at the public offering price that appears on the cover page of this prospectus supplement. The underwriters may offer the notes to selected dealers at the public offering price minus a concession of up to 0.400% of the principal amount of the notes. In addition, the underwriters may allow, and those selected dealers may reallow, a concession of up to 0.250% of the principal amount of the notes to certain other dealers. After the initial offering, the underwriters may change the public offering price and any other selling terms. The underwriters may offer and sell notes through certain of their affiliates. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

The following table shows the underwriting discounts to be paid to the underwriters in connection with this offering (expressed as a percentage of the principal amount of the notes).

	Paid by us
Per Note	0.650%

In the underwriting agreement, we have agreed that:

We will not offer or sell any of our debt securities (other than the notes) from the date of this prospectus supplement through and including the date of settlement without the prior consent of the representatives.

We will pay our expenses related to the offering, which we estimate will be \$1.5 million.

We will indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, or contribute to payments that the underwriters may be required to make in respect of those liabilities.

The notes are a new issue of securities, and there is currently no established trading market for the notes. We do not intend to apply for the notes to be listed on any securities exchange or to arrange for the notes to be quoted on any quotation system. The underwriters have advised us that they intend to make a market in the notes, but they are not obligated to do so. The underwriters may discontinue any market making in the notes

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at any time at their sole discretion. Accordingly, we cannot assure you that a liquid trading market will develop for the notes, that you will be able to sell your notes at a particular time or that the prices that you receive when you sell will be favorable.

In connection with the offering of the notes, the underwriters may engage in overallotment, stabilizing transactions and syndicate covering transactions in accordance with Regulation M under the Securities Exchange Act of 1934. Overallotment involves sales in excess of the offering size, which creates a short position for the underwriters. Stabilizing transactions involve bids to purchase the notes in the open market for the purpose of pegging, fixing or maintaining the price of the notes. Syndicate covering transactions involve purchases of the notes in the open market after the distribution has been completed in order to cover short positions. Stabilizing transactions and syndicate covering transactions may cause the price of the notes to be higher than it would otherwise be in the absence of those transactions. If the underwriters engage in stabilizing or syndicate covering transactions, they may discontinue them at any time.

Conflicts of Interest

Certain of the underwriters and their affiliates have in the past provided, and may in the future provide, investment banking, commercial banking, derivative transactions and financial advisory services to us and our affiliates in the ordinary course of business for which they have received and may continue to receive customary fees and commissions. Specifically, affiliates of the underwriters serve various roles in our Multi-Currency Revolving Credit Facility; JPMorgan Chase Bank, N.A., an affiliate of J.P. Morgan Securities Inc., serves as administrative agent and a lender and Bank of America, N.A., an affiliate of Banc of America Securities LLC, serves as syndication agent and a lender. Banc of America Securities LLC and J.P. Morgan Securities Inc. serve as co-lead Arrangers and joint bookrunners of our Multi-Currency Revolving Credit Facility. As of the date of this prospectus supplement, approximately \$245.2 million was outstanding under our Multi-Currency Revolving Credit Facility.

We intend to use at least 5% of the net proceeds of this offering to repay indebtedness owed by us to certain affiliates of the underwriters who are lenders under our Multi-Currency Revolving Credit Facility. See Use of Proceeds. Accordingly, this offering is being made in compliance with the requirements of Rule 2720 FINRA. Because the notes offered hereby are rated investment grade by both Moody's rating service and Standard & Poor's rating service, the FINRA rules do not require that we use a qualified independent underwriter for this offering. A securities rating is not a recommendation to buy, sell or hold securities. Banc of America Securities LLC and J.P. Morgan Securities Inc. will not confirm sales of the notes to any account over which they exercise discretionary authority without the prior written approval of the customer.

Offering Restrictions

European Economic Area. In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each such Member State is referred to in this prospectus supplement as a Relevant Member State), each underwriter represents and agrees that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (which we refer to in this prospectus supplement as the Relevant Implementation Date) it has not made and will not make an offer of securities to the public in that Relevant Member State prior to the publication of a prospectus in relation to the securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of securities to the public in that Relevant Member State at any time,

to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than 43,000,000, and (3) an annual net turnover of more than 50,000,000, as shown in its last annual or consolidated accounts;

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to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the manager for any such offer; or

in any other circumstances which do not require the publication by the issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an offer of securities to the public in relation to any securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe the securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom. Each underwriter has represented and agreed that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any notes in circumstances in which Section 21(1) of the Financial Services and Markets Act 2000 does not apply to the issuer and that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

VALIDITY OF SECURITIES

The validity of the notes and the guarantees will be passed upon for us by Morgan, Lewis & Bockius LLP, Philadelphia, Pennsylvania. The underwriters have been represented in connection with this offering by Cravath, Swaine & Moore LLP, New York, New York.

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PROSPECTUS

AmerisourceBergen Corporation

**Common Stock
Preferred Stock
Debt Securities
Depository Shares
Warrants
Purchase Contracts
Units**

We, from time to time, may offer and sell, in one or more offerings, shares of our common stock, shares of our preferred stock, debt securities, depository shares, warrants, purchase contracts and units. We may offer and sell these securities in amounts, at prices and on terms determined at the time of the offering.

This prospectus describes the general terms of these securities and the general manner in which these securities will be offered. Each time securities are offered under this prospectus, we will provide a prospectus supplement and attach it to this prospectus. The prospectus supplement will contain more specific information about the terms of the offering and the offered securities and may also supplement, update or amend information contained in this prospectus.

We may offer and sell these securities to or through underwriters, dealers or agents, directly to purchasers or through a combination of these methods. If we use underwriters, dealers or agents to sell these securities, we will name them and describe their compensation arrangements in the prospectus supplement relating to such offering.

Our common stock is listed on the New York Stock Exchange under the symbol ABC. We have not yet determined whether any of the other securities covered by this prospectus will be listed on any exchange, inter-dealer quotation system or over-the-counter market. If we decide to seek listing of any such securities upon issuance, the prospectus supplement relating to the offering of such securities will disclose the exchange, quotation system or market on which the securities will be listed.

Our executive offices are located at 1300 Morris Drive, Chesterbrook, Pennsylvania 19087 and our telephone number is (610) 727-7000.

Investing in these securities involves certain risks. See Risk Factors on page 1 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus or any accompanying prospectus supplement is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is September 30, 2009

The distribution of this prospectus and sale of these securities in certain jurisdictions may be restricted. Persons in possession of this prospectus are required to inform themselves about and observe any such restrictions. We are not making an offer of these securities in any jurisdiction where the offer is not permitted.

All references in this prospectus to we, us, our, and AmerisourceBergen refer only to AmerisourceBergen Corporation and not to any existing or future subsidiaries of AmerisourceBergen Corporation, unless the context otherwise requires.

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RISK FACTORS

Investing in our securities involves risks. Before investing in our securities, you should carefully consider the specific risks set forth under the caption "Risk Factors" in our filings with the Securities and Exchange Commission (which we refer to as the "SEC") that are incorporated by reference into this prospectus and under the caption "Risk Factors" in any accompanying prospectus supplement or free writing prospectus that we deliver to you. You should also carefully consider all other information contained in or incorporated by reference into this prospectus or in any accompanying prospectus supplement or free writing prospectus that we deliver to you. A discussion of the documents incorporated by reference into this prospectus is set forth below under the heading "Documents Incorporated by Reference."

ABOUT THIS PROSPECTUS

This document is called a prospectus and is part of a registration statement on Form S-3 that we filed with the SEC using a "shelf" registration process. Under this shelf process, we may offer and sell, from time to time in one or more offerings, the securities described in this prospectus. This prospectus provides you with a general description of the securities we may offer and the general manner in which these securities may be offered. Each time we sell securities under this prospectus, we will provide you with a prospectus supplement that will contain specific information about the terms of that offering and the offered securities. That prospectus supplement may also supplement, update or amend information contained in or incorporated by reference into this prospectus.

The registration statement of which this prospectus is a part contains additional information about us and the securities we may offer by this prospectus. Specifically, we have filed and incorporated by reference certain legal documents that control the terms of the securities offered by this prospectus as exhibits to the registration statement. We will file and/or incorporate by reference certain other legal documents that will control the terms of the securities we may offer by this prospectus as exhibits to the registration statement or to reports we file with the SEC that are incorporated by reference into this prospectus.

In addition, we may prepare and deliver one or more "free writing prospectuses" to you in connection with any offering of securities under this prospectus. Any such free writing prospectus may contain additional information about us, our business, the offered securities, the manner in which such securities are being offered, our intended use of the proceeds from the sale of such securities, risks relating to our business or an investment in such securities or other information.

This prospectus and certain of the documents incorporated by reference into this prospectus contain, and any accompanying prospectus supplement or free writing prospectus that we deliver to you may contain, summaries of information contained in documents that we have filed or will file as exhibits to our SEC filings. Such summaries do not purport to be complete and are subject to, and qualified in their entirety by reference to, the actual documents filed with the SEC.

Copies of the registration statement of which this prospectus is a part and of the documents incorporated by reference into this prospectus may be obtained as described below under the heading "Documents Incorporated by Reference" and under the heading "Where You Can Find More Information."

You should not assume that the information contained in this prospectus, the registration statement to which this prospectus is a part, any accompanying prospectus supplement or any free writing prospectus that we deliver to you is accurate as of any date other than the date of such documents or that the information incorporated by reference into this prospectus is accurate as of any date other than the date of the document incorporated by reference. Our business,

operating results, financial condition, capital resources and prospects may have changed since that date.

You should rely only on the information contained in or incorporated by reference into this prospectus, the registration statement of which this prospectus is a part, any accompanying prospectus supplement, and any free writing prospectus that we deliver to you. We have not authorized anyone to provide you with different information. If you receive any other information, you should not rely on it.

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WHERE YOU CAN FIND MORE INFORMATION

We are subject to certain information reporting requirements of the Securities Exchange Act of 1934, as amended (which we refer to as the Exchange Act), and, in accordance with these requirements, we file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any documents we file at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. Our SEC filings are also available to you at the SEC's website at <http://www.sec.gov> and our website at www.amerisourcebergen.com. The information contained in, or that can be accessed through, our website is not a part of this prospectus or any accompanying prospectus supplement.

We have filed with the SEC a registration statement on Form S-3 relating to the securities offered by this prospectus. This prospectus is a part of that registration statement, which includes additional information about us and the securities offered by this prospectus. You may review and obtain a copy of the registration statement and the exhibits that are a part of the registration statement at the SEC's public reference room in Washington, D.C., as well as through the SEC's website or our website. You can also call or write us for a copy as described below under Documents Incorporated by Reference.

DOCUMENTS INCORPORATED BY REFERENCE

The SEC allows us to incorporate by reference the information we file with the SEC under the Exchange Act, which means that we can disclose important information to you by referring you to those documents. Information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update, modify and, where applicable, supersede this information. We incorporate by reference into this prospectus the specific documents listed below and all documents filed by us with the SEC pursuant to Section 13(a), 13(c), 14, or 15(d) of the Exchange Act between the date of this prospectus and the termination of the offering of securities under this prospectus (other than, in each case, documents or information deemed to be furnished and not filed in accordance with SEC rules), which future filings shall be deemed to be incorporated by reference into this prospectus and to be part of this prospectus from the date we subsequently file such documents. The SEC file number for these documents is 1-16671.

- Ø Our Annual Report on Form 10-K for the fiscal year ended September 30, 2008, filed with the SEC on November 25, 2008 (including portions of our definitive proxy statement on Schedule 14A filed with the SEC on January 9, 2009, incorporated therein by reference);
- Ø Our Quarterly Reports on Form 10-Q for the quarters ended December 31, 2008, March 31, 2009 and June 30, 2009, filed with the SEC on February 5, 2009, May 8, 2009 and August 6, 2009;
- Ø Our Current Reports on Form 8-K filed with the SEC on October 1, 2008, October 30, 2008, November 14, 2008, December 11, 2008, January 22, 2009, February 19, 2009, April 23, 2009, May 1, 2009, May 19, 2009, June 2, 2009, June 4, 2009, July 30, 2009 and September 9, 2009;
- Ø The description of our common stock contained in our Registration Statement on Form S-4/A (File No. 333-61440), filed with the SEC on July 27, 2001, and the related prospectus filed pursuant to Rule 424(b)(3), filed with the SEC on August 1, 2001, including any amendments or reports filed with the SEC for the purpose of updating such description; and

- Ø The description of our Series A Preferred Stock contained in our Registration Statement on Form 8-A filed with the SEC on August 29, 2001, including any amendments or reports filed with the SEC for the purpose of updating such description.

Any statement contained in this prospectus or in any document incorporated by reference into this prospectus shall be deemed to be modified or, where applicable, superseded for the purposes of this prospectus to the extent that a statement contained in this prospectus or any subsequently filed document that also is incorporated by reference into this prospectus modifies or supersedes such prior statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

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We will provide to each person, including any beneficial owner, to whom a prospectus is delivered, upon written or oral request and without charge, a copy of the documents referred to above that we have incorporated by reference into this prospectus and a copy of the registration statement of which this prospectus is a part. You can request copies of such documents if you call or write us at the following address or telephone number:

AmerisourceBergen Corporation
1300 Morris Drive
Chesterbrook, PA 19087
Telephone: (610) 727-7000
Attention: Secretary

Exhibits to the documents will not be sent, however, unless those exhibits have specifically been incorporated by reference into such document. You may also obtain copies of our SEC filings statement as described above under the heading **Where You Can Find More Information**.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This prospectus and the documents incorporated by reference into this prospectus contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, as amended. All statements that are not statements of historical facts are hereby identified as forward-looking statements for these purposes and include, among others, statements with respect to:

- Ø our future economic performance, operating results, financial condition, capital resources or prospects;
- Ø projections of revenue, expenses, income and losses, earnings (losses) per share, capital expenditures, dividends, growth rates or other financial items;
- Ø market or industry trends,
- Ø legal or regulatory developments;
- Ø future events;
- Ø the anticipated effect of acquisitions, litigation, new (or changes to existing) laws, regulations or accounting principles or other matters on our business, economic performance, operating results, financial condition, capital resources or prospects;
- Ø our plans, objectives and strategies for future operations or otherwise;
- Ø our expectations and beliefs.

Forward-looking statements can generally be identified by the use of words such as **anticipate, expect, plan, could, may, will, should, would, intend, seem, potential, appear, continue, future, believe, estimate,** other words of similar meaning, although not all forward-looking statements contain these identifying words.

Forward-looking statements are subject to known and unknown risks and uncertainties, many of which are outside of our control and could cause actual results to differ materially and adversely from those expressed or implied by such statements. The risks and uncertainties relate to, among other things:

- Ø changes in pharmaceutical market growth rates;
- Ø the loss of one or more key customer or supplier relationships;
- Ø changes in customer mix;
- Ø customer delinquencies, defaults or insolvencies;
- Ø supplier defaults or insolvencies;

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- Ø changes in pharmaceutical manufacturers pricing and distribution policies or practices;
- Ø adverse resolution of any contract or other dispute with customers or suppliers;
- Ø federal and state government enforcement initiatives to detect and prevent suspicious orders of controlled substances and the diversion of controlled substances;
- Ø changes in U.S. legislation or regulatory action affecting pharmaceutical product pricing or reimbursement policies, including under Medicaid and Medicare;
- Ø changes in regulatory or clinical medical guidelines and/or labeling for the pharmaceutical products we distribute, including certain anemia products;
- Ø price inflation in branded pharmaceuticals and price deflation in generics;
- Ø significant breakdown or interruption of our information technology systems;
- Ø our inability to implement an enterprise resource planning (ERP) system to handle business and financial processes within AmerisourceBergen Drug Corporation's operations and our corporate functions without operating problems and/or cost overruns;
- Ø success of integration, restructuring or systems initiatives;
- Ø interest rate and foreign currency exchange rate fluctuations;
- Ø economic, business, competitive and/or regulatory developments in Canada, the United Kingdom and elsewhere outside of the United States, including potential changes in Canadian provincial legislation affecting pharmaceutical product pricing or service fees or regulatory action by provincial authorities in Canada to lower pharmaceutical product pricing or service fees;
- Ø the impact of divestitures or the acquisition of businesses that do not perform as we expect or that are difficult for us to integrate or control;
- Ø increased costs of maintaining, or reductions in, our inability to successfully complete any other transaction that we may wish to pursue from time to time;
- Ø changes in tax legislation or adverse resolution of challenges to our tax positions;
- Ø increased costs of maintaining, or reductions in, our ability to maintain adequate liquidity and financing sources;
- Ø continued volatility and further deterioration of the credit and capital markets; and
- Ø other economic, business, competitive, legal, tax, regulatory and/or operational factors affecting our business generally.

The risks and uncertainties referenced above are not intended to be exhaustive. We refer you to our Annual Report on Form 10-K for our most recent fiscal year and our Quarterly Reports on Form 10-Q filed after such Annual Report,

including the information contained under the caption "Item 1A Risk Factors" of such reports, and the other documents incorporated by reference into this prospectus for both an expanded discussion of the risks and uncertainties described above and additional risks and uncertainties that could cause actual results to differ materially and adversely from those expressed or implied by forward-looking statements.

You are cautioned not to place undue reliance on the forward-looking statements contained in, or incorporated by reference into, this prospectus. Each forward-looking statement speaks only as of the date of this prospectus or, in the case of documents incorporated by reference, the date of the applicable document (or any earlier date indicated in the statement), and we undertake no obligation to update or revise any of these statements, whether as a result of new information, future developments or otherwise, except as required by law. We qualify all of our forward-looking statements by these cautionary statements.

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