

**JOHNSON & JOHNSON HEALTH CARE SYSTEMS INC.
AMENDMENT TO SUPPLY AGREEMENT**

Customer Name: Omnicare, Inc.
Customer Address: 100 East River Center Blvd., Suite 1500
Covington, KY 41011

REDACTED

Contract Number: HCS0068
Contract Effective Date: April 1, 1997
Amendment Effective Date: February 1, 1999

The above-referenced Agreement is amended as follows:

1) The following Levaquin® rebate schedule will be added to the "Performance Measurement – Rebate Matrices" in the above referenced Agreement. This rebate schedule will replace all existing Levaquin® and Floxin® pricing.

REBATE SCHEDULE

Product	Criteria	Transition Period (12 months from the effective date of this amendment)	Tier 1	Tier 2	Tier 3
LEVAQUIN® Tablets	Market Share (*)	NA	<50%	≥50%	
	Rebate	6%	0%	15%(**)	
LEVAQUIN® IV	Market Share (*)	NA	<50%	≥50% to 70%	>70%
	Rebate	5%	0%	5%	7%

(*) For the first 12 months following effective date of the Amendment, Omnicare's Levaquin market share will be calculated including Levaquin and Floxin NDC in the Numerator. At the end of this 12 month period, and **going forward**, Levaquin market share will be calculated using only Levaquin NDC in the Numerator.

(**) Maximum incentive (including up-front discount and back end rebate), as stipulate by the "Best Price" clause in the above mentioned agreement.

a) Supplier will pay Rebates during the 12 month Transition Period as long as Customer achieves the following market share milestones for Levaquin Tablets:

Timeline	Market Share
6 months following the effective date of this Amendment	35%
9 months following the effective date of this Amendment	40%

In the event Customer's performance during the Transition Period exceeds 50% market share, Customer will immediately qualify for the corresponding Rebate.

b) For the calculation of rebates, Supplier will use all of Customer's Levaquin® utilization within each Defined Market, as described in the above mentioned Agreement. However, in the calculation of Customer's market share, Customer may delay the inclusion of pharmacies recently acquired. Such new entities will be folded in Customer's membership, for the purpose of calculating market share, after Customer and Supplier agree in writing to include such new entities. Such decision will be made on a quarterly basis, during Business Review meetings between Customer and Supplier. In any event, integration of a new entity into Customer's membership cannot be delayed for more than 12 months following Customer's notification to Supplier of the acquisition a new pharmacy.

INTERVENTIONS

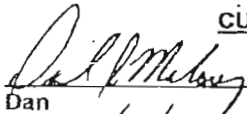
All Rebates are contingent upon the existence of and adherence to the following interventions:

- Levaquin® will have a Selected formulary position and will be first line therapy for quinolones, when clinically appropriate and indicated. For the purpose of this Amendment, "Selected" shall mean Levaquin® competes against other branded Drugs (in its Defined Market) on an equal basis, with all cost management controls and interventions being equal, for labeled indications. In addition, Levaquin® is favored, when clinically appropriate and indicated, over all other branded Drugs also available
- During the first quarter following the effective date of this Amendment, Customer will inform attending physicians of Levaquin®'s addition to the formulary as the Selected quinolone..
- Levaquin® will be stocked in E-boxes and Customer agrees to a verification system, to be determined and implemented within the first quarter following the effective date of this Amendment.
- Customer's appropriate personnel will actively participate in educational and promotional programs discussing Levaquin®'s clinical advantages. Supplier will organize such programs.
- Customer will facilitate access of Suppliers representatives to its Participating Sites


2) The attached "Quinolone Antibiotics Oral" and "Antibiotics I.V." Defined Markets will replace "Quinolone Antibiotics" and all "Respiratory Antifungals" Defined Markets (oral and IV). The attached Defined Markets will be used in calculating Levaquin®'s market share.

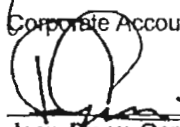
This Amendment does not supersede, eliminate or change any part of the aforementioned Agreement except as specifically stated. The remainder of the aforementioned Agreement shall remain intact.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed by their respective officers or representatives duly authorized to do so.

CUSTOMER


Dan
Date 4/12/98
Director of Purchasing

SUPPLIER
 4/12/98

Denny Sherrill Date
Corporate Account Director


Jean-Pierre Geronimi Date
Director, Business Analysis 4/13/98

DEFINED MARKET

Product	Dose/Package Size	NDC Number	Dacon Units
QUINOLONE ANTIBIOTICS (ORAL)			
CIPRO	100 mg CYSTITIS PAK	00026 8511 XX	2
CIPRO	100 mg	00026 8511 XX	2
CIPRO	250 mg	00026 8512 XX	2
CIPRO	500 mg	00026 8513 XX	2
CIPRO	750 mg	00026 8514 XX	2
LEVAQUIN®	250 mg TABLET	00045 1520 XX	1
LEVAQUIN®	500 mg TABLET	00045 1525 XX	1
FLOXIN ®	200 MG	00062 1540 XX	2
FLOXIN ®	300 MG	00062 1541 XX	2
FLOXIN ®	400 MG	00062 1542 XX	2
TROVAN	100 mg	00049 3780 XX	1
TROVAN	200 mg	00049 3790 XX	1
ANTIBIOTICS (IV)			
CIPRO	I.V. 200 mg/100 ml D5W	00026 8552 36	2
CIPRO	I.V. 400 mg/200 ml D5W	00026 8554 63	2
CIPRO	I.V. 10 mg/ml VIAL	00026 8562 20	2
CIPRO	I.V. 10 mg/ml VIAL	00026 8564 64	2
CIPRO	I.V. 10 mg/ml VIAL	00026 8566 65	2
FLOXIN®	I.V. 40 mg/ml VIAL	00062 1550 01	2
FLOXIN®	I.V. 20 mg/ml VIAL	00062 1551 01	2
FLOXIN®	I.V. 4 mg/ml MINI-BAG	00062 1552 01	2
FLOXIN®	I.V. 4 mg/ml MINI-BAG	00062 1553 01	2
LEVAQUIN®	250 mg INJECTION PREMIX (50ml)	00045 0067 01	1
LEVAQUIN®	500 mg INJECTION PREMIX (100ml)	00045 0068 01	1
LEVAQUIN®	500 mg 25mg/ml INJECTION SINGLE-USE (20ml)	00045 0069 51	1
ROCEPHIN	250 mg VIAL	00004 1962 01	1
ROCEPHIN	250 mg VIAL	00004 1962 02	1
ROCEPHIN	500 mg VIAL	00004 1963 01	1
ROCEPHIN	500 mg VIAL	00004 1963 02	1
ROCEPHIN	500 mg KIT	00004 1963 39	1
ROCEPHIN	1 g VIAL	00004 1964 01	1
ROCEPHIN	1 g PIGGYBACK	00004 1964 02	1
ROCEPHIN	1 g VIAL	00004 1964 04	1
ROCEPHIN	ADD-VANTAGE 1 g	00004 1964 05	1
ROCEPHIN	1 g KIT	00004 1964 39	1
ROCEPHIN	2 g VIAL	00004 1965 01	1
ROCEPHIN	2 g PIGGYBACK	00004 1965 02	1
ROCEPHIN	ADD-VANTAGE 2 g	00004 1965 05	1
ROCEPHIN	10 g VIAL	00004 1971 01	1
ROCEPHIN	1 g/DEXTROSE 2.4	00004 2002 78	1
ROCEPHIN	2 g/DEXTROSE 2.4	00004 2003 78	1
TROVAN	I.V. 40ml	00049 3890 XX	1
TROVAN	I.V. 60ml	00049 3900 XX	1