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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price
1.150% Senior Notes due 2017	\$600,000,000	99.892%	\$599,352,000
3.400% Senior Notes due 2024	\$500,000,000	99.715%	\$498,575,000

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended. The total registration fee due for

Prospectus Supplement
 (To Prospectus dated November 27, 2012)



AmerisourceBergen Corporation

\$600,000,000 1.150% Senior Notes due 2017

\$500,000,000 3.400% Senior Notes due 2024

We are offering \$600,000,000 aggregate principal amount of 1.150% Senior Notes due 2017 (the "2017 Senior Notes") and \$500,000,000 aggregate principal amount of 3.400% Senior Notes due 2024 (the "2024 Senior Notes", the "notes"). The 2017 Senior Notes will bear interest at a rate of 1.150% per year, payable semi-annually in arrears on May 15 and November 15 of each year, beginning on May 15, 2017, unless earlier redeemed or repurchased. The 2024 Senior Notes will bear an interest at the rate of 3.400% per year, payable semi-annually in arrears on May 15 and November 15, 2024, unless earlier redeemed or repurchased.

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 that is subordinated to the notes. The notes will be effectively junior to all of our future secured indebtedness and structurally subordinated to all indebtedness and other liabilities, including trade payables, capital lease obligations, and other liabilities.

We may redeem the notes in whole or in part at any time at the applicable redemption price set forth in this prospectus supplement, plus accrued and unpaid interest to the redemption date.

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, 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 that may affect our business and our ability to service our debt. You should carefully consider these risks before 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 is accurate or complete. Any representation to the contrary is a criminal offense.

	Public Offering Price	Underwriting Discount	Proceeds to AmerisourceBergen (Before Expenses)
Per 2017 Senior Note	99.892%	0.400%	99.492%
Total	\$599,352,000	\$2,400,000	\$596,952,000
Per 2024 Senior Note	99.715%	0.650%	99.065%

<http://www.sec.gov/Archives/edgar/data/1140>

Total	\$498,575,000	\$3,250,000	\$495,325,000
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The public offering price set forth above does not include accrued interest, if any. Interest on the notes will accrue from May 22, 2014 and accrued interest must be paid by the purchaser if

The notes will not be listed on any securities exchange. Currently, there are no public trading markets 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, including Euro

Joint Book-Running Managers

BofA Merrill Lynch

J.P. Morgan

Mitsubishi UFJ Secur

Senior Co-Managers

Mizuho Securities

Scotiabank

US Bancorp

**Wells F
Secu**

Co-Managers

BNY Mellon Capital Markets, LLC

Citigroup

Deutsche Bank Securities

KeyBanc Capital Markets

PNC Capital Markets LLC

The date of this Prospectus Supplement is May 19, 2014

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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 November 27, 2012, which we refer to in this prospectus supplement as the "accompanying prospectus." The accompanying prospectus is the registration statement on Form S-3 (Registration No. 333-185163) and contains more general information about the securities we may offer from time to time in 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 into, this prospectus supplement and 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 (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 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 is not lawful.

If there is any inconsistency between the information in this prospectus supplement and the accompanying prospectus, you should rely on the information in the 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 the documents 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 in 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, financial condition, 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 subsidiaries, unless otherwise stated or the context otherwise requires. Specifically, in the "Summary — AmerisourceBergen Corporation" section, references to "AmerisourceBergen," "we," "us" and "our" and all similar references are to AmerisourceBergen and its consolidated 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 ("Act"), which means that we can disclose important information to you by referring you to those documents. Information incorporated by reference into 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), 15(d) of the Act, between the date of this prospectus supplement and the termination of the offering of securities under this prospectus supplement, which future filings we incorporate by reference into this prospectus supplement and to be part of this prospectus supplement from the date we subsequently file such documents. Unless otherwise indicated, 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 each document is as follows:

- Our Annual Report on Form 10-K for the fiscal year ended September 30, 2013, filed with the SEC on November 26, 2013 (including our statement on Schedule 14A filed with the SEC on January 24, 2014, incorporated therein by reference);
- Our Quarterly Reports on Form 10-Q for the quarters ended December 31, 2013 and March 31, 2014, filed with the SEC on February 1, 2014 and February 1, 2014, respectively;
- Our Current Reports on Form 8-K filed with the SEC on October 10, 2013, December 5, 2013, March 10, 2014 (excluding Item 7.01), April 2, 2014, April 10, 2014, May 15, 2014 and May 19, 2014 (excluding Item 7.01 and Exhibit 99.1); and
- 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 August 1, 2001, including any amendments or reports filed with the SEC, and the description of our common stock.

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

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 supplement is a part, and 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 find the exhibits 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 making a decision 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 into the prospectus supplement, before you purchase the notes. You should also read the prospectus supplement and the accompanying prospectus and the documents incorporated by reference into the prospectus supplement prior to deciding whether to purchase the notes. For purposes of the section below, "Summary — AmerisourceBergen Corporation," references to "we," "us," and "our" are to AmerisourceBergen Corporation and its consolidated subsidiaries.

AmerisourceBergen Corporation

We are one of the largest global pharmaceutical sourcing and distribution services companies, helping both healthcare providers and pharmaceutical manufacturers improve patient access to products and enhance patient care. We deliver innovative programs and services designed to increase the effectiveness of the pharmaceutical supply chain. More specifically, we distribute a comprehensive offering of brand-name and generic pharmaceuticals (including specialty pharmaceuticals), medical devices, healthcare products, home healthcare supplies and equipment, and related services to a wide variety of healthcare providers located in the United States, including chain retail and independent pharmacies, mail order pharmacies, acute care hospitals and health systems, physician practices, medical groups, and other alternate site pharmacies, and other customers. We also provide pharmacy services to certain specialty drug patients. Additionally, we provide pharmaceutical manufacturers with an assortment of related services, including reimbursement and pharmaceutical consulting services, niche pharmaceutical management, pharmacy automation, 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 is www.amerisourcebergen.com. Information on our website does not constitute part of this prospectus supplement or the accompanying 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 exceptions. For a more complete description of the terms of the notes, see "Description of Notes" in this prospectus supplement and "Description of Notes" in the accompanying prospectus.

Issuer	AmerisourceBergen Corporation.
Notes Offered	\$600,000,000 aggregate principal amount of 1.150% Senior Notes due 2017 (the "2017 Senior Notes") and \$500,000,000 aggregate principal amount of 3.400% Senior Notes due 2024 (the "2024 Senior Notes").
Maturity Date	May 15, 2017 for the 2017 Senior Notes. May 15, 2024 for the 2024 Senior Notes.
Interest	Interest on the 2017 Senior Notes will accrue at the rate of 1.150% per annum and be paid semi-annually on May 15 and November 15 of each year, beginning on November 15, 2014. Interest on the 2024 Senior Notes will accrue at the rate of 3.400% per annum and be paid semi-annually on May 15 and November 15 of each year, beginning on November 15, 2014. Interest on the notes will be compounded quarterly. Interest on the notes will be comprised of twelve 30-day months.
No Initial Guarantees	None of our subsidiaries will initially guarantee the notes. However, certain of our domestic subsidiaries may guarantee the notes under certain circumstances. See "Description of Notes — Additional Covenants."
Ranking	The notes will be unsecured and unsubordinated and will rank: • equal in right of payment with all of our other existing and future unsecured and unsubordinated indebtedness; • senior to any of our future subordinated debt, if any, that expressly provides for its subordination to the notes; • effectively junior to all of our future secured indebtedness to the extent of the value of the assets securing such indebtedness. As of March 31, 2014, we had no subordinated debt and no secured indebtedness. The notes will be structurally subordinated to all existing and future indebtedness and other liabilities of our subsidiaries to the extent of the value of the assets of such subsidiaries. As of March 31, 2014, the non-secured and unsubordinated indebtedness and other liabilities (excluding trade payables) of our subsidiaries aggregated \$1.9 billion.

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Certain Covenants	The indenture governing the 2017 Senior Notes and the indenture governing the 2024 Senior Notes each contain certain covenants, which, among other things, limit our ability and the ability of our restricted subsidiaries to create liens and enter into sale-leaseback transactions, to merge or consolidate with or into another person or to sell, lease or convey all or substantially all of our assets, taken as a whole. These limitations are subject to a number of important qualifications and exceptions. See "Description of Debt Securities — Additional Covenants" in this prospectus supplement and "Description of Debt Securities — Consolidated Financial Statements" 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 the principal amount of the notes to be purchased, plus accrued and unpaid interest, if any. See "Description of Debt Securities — Change of Control" in this prospectus supplement.
Optional Redemption	We may redeem the 2017 Senior Notes in whole or in part at any time at a "make-whole" redemption price. See "Description of Debt Securities — Optional Redemption" in this prospectus supplement. We may redeem the 2024 Senior Notes in whole or in part at any time prior to February 15, 2024 (the maturity date of the notes) at a "make-whole" redemption price and at any time on or after February 15, 2024 (the maturity date of the notes) at 100% of the principal amount, in each case plus accrued and unpaid interest.
Denominations	The notes will be issued in minimum denominations of \$2,000 and any integral multiple of \$1,000 in excess of \$2,000.
Book-Entry Form	The notes will be issued in fully registered book-entry form and will be represented by one or more global notes. The global notes will be deposited with, or on behalf of, The Depository Trust Company (referred to as "DTC"). Investors may elect to hold interests in the global notes through DTC and its direct and indirect participants. If an investor holds its interest in the global notes through DTC, the global notes will be shown on, and transfers will be effected only through, records maintained by DTC. The global notes will not be exchanged for certificated securities, except in limited circumstances. See "Description of Debt Securities — Legal Ownership of Debt Securities" in the accompanying prospectus supplement and "Description of Debt Securities — Legal Ownership of Debt Securities" in the accompanying prospectus.

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Trustee	U.S. Bank National Association.
Governing Law	New York.
Trading	The notes are new issues of securities with no established trading markets. We do not intend to apply 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.
Use of Proceeds	We estimate that the net proceeds to us from the sale of the notes will be approximately \$1.092 billion (after deducting our offering expenses). We intend to use a portion of the net proceeds to redeem all of our 5 ⁷ / ₈ % notes and to use the remaining amount for general corporate purposes, including repurchases of shares of our common stock under our repurchase programs. On May 19, 2014, we announced that our board of directors authorized a special dividend of \$0.50 per share. Other general corporate purposes may include, among other things, funding for working capital, capital expenditures, research and development, indebtedness, investments in our subsidiaries, business acquisitions and the repurchase, redemption or other payment of our securities. In addition, use of the net proceeds from the sale of the notes, we intend to invest such proceeds in institutional money market funds, government securities, certificates of deposit or other short-term interest-bearing securities. See "Use of Proceeds" in the prospectus.
Risk Factors	See "Risk Factors" beginning on page S-5 and the other information included or incorporated by reference in this prospectus for 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 in our Report on Form 10-K for the fiscal year ended September 30, 2013, which is incorporated by reference into this prospectus supplement, as well as the occurrence of any one or more of these risks could materially and adversely affect our business, condition (financial or otherwise), operating performance and ability to satisfy our payment obligations under the notes. In such case, you could lose all or part of your investment.

The indentures do not restrict the amount of additional indebtedness that we may incur.

The indenture governing the 2017 Senior Notes and the indenture governing the 2024 Senior Notes do not place any limitation on the amount of additional indebtedness 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 you to sell 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 have additional debt 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 our 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 may 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. Agencies may 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 our rating. Neither we, the trustee nor any underwriter undertakes any obligation to maintain the ratings or to advise holders of the notes of any change in ratings.

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 make scheduled payments on our debt, including the notes, will depend on our future financial and operating performance, which will be affected by competitive and business factors. We cannot control many of these factors, such as general economic and financial conditions in the pharmaceutical industry, developments, downturns in the economy in general or the initiatives of our competitors. Our ability to generate cash flow to meet our payment obligations on 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 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 be required to undertake alternative financing plans, such as refinancing or restructuring our debt, or selling assets. Any of these actions could result in the unanticipated 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 if 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 raise capital on reasonable terms would have a material adverse effect on our business, condition (financial or otherwise) results of operations and prospects.

The notes will be unsecured and effectively subordinated to our future secured debt.

Holders of our 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 debt. The notes will be effectively subordinated to all of our future secured indebtedness to the extent of the value of the assets securing the debt.

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collateral. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, reorganization or other secured indebtedness will have prior claim to those of our assets that constitute their collateral. Holders of the notes will participate ratably with the holders of the secured indebtedness that is deemed to be of the same class as the notes, and potentially with all of our other general creditors, based upon the respective claims of each creditor, in our 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; you may receive less, ratably, than holders of secured indebtedness. We are permitted to borrow significant amounts of secured indebtedness in the future under the indenture governing the 2017 Senior Notes and the indenture governing the 2024 Senior Notes. As of March 31, 2014, we had no secured indebtedness.

The notes will be structurally subordinated to all existing and future liabilities of our subsidiaries.

The notes will be structurally subordinated to all existing and future liabilities, including trade payables, of our subsidiaries, and the claims of our subsidiaries, including trade creditors, will have priority as to the assets and cash flows of our subsidiaries. In the event of a bankruptcy, liquidation, dissolution or other event affecting any of our subsidiaries, holders of their liabilities, including their trade creditors, will generally be entitled to payment on their claims from the assets of our subsidiaries as assets are made available for distribution to us. None of our subsidiaries will guarantee the notes at the time of issuance. However, certain of our subsidiaries may guarantee the notes under certain circumstances. See "Description of Notes — Additional Covenants." As of March 31, 2014, the notes were secured by approximately \$1.9 billion of indebtedness and other liabilities (excluding trade payables) of our subsidiaries.

If active public trading markets do not develop for the notes, you may be unable to sell your notes or to sell your notes at a price that reflects their fair market value.

The notes are new issues of securities for which there currently are no established trading markets. We do not intend to list the notes on a national securities exchange. If the underwriters of the notes have advised us that they intend to make markets in the notes, the underwriters will not be obligated to do so and may stop making markets 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 the notes or the price at which you may be able to sell the notes.

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

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

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price of the notes. Rating agencies continually review the ratings they have assigned to companies and debt securities. Negative changes in the ratings of securities could have an adverse effect on the market price of the notes.

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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" we may 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. 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 other assets of the company or any 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 the notes upon a change of control triggering event. 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 2017 Senior Notes and the indenture governing the 2024 Senior Notes, which could lead to a cross-default under our credit facilities and under other debt agreements. 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, or to obtain the consent of the lenders under those facilities. If we do not obtain the required consents or repay our outstanding debt, if any, under our credit facilities, we may be effectively prohibited from offering to repurchase the notes. See "Description of Notes — Offer to Repurchase Upon Change of Control" in this prospectus.

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, holders of the notes may not receive payment on the notes. Under certain provisions of state fraudulent transfer laws, if a court were to find that, at the time the notes were issued, we:

- 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 by reason of the issuance of the notes; or (ii) we were engaged, or about to engage, in a business or transaction for which we were insolvent at the time, or (iii) we intended to incur, or believed, or should have believed, we would incur, debts beyond our ability to pay as such debts matured;

then a court could:

- avoid all or a portion of our obligations to holders of the notes;
- subordinate our obligations to holders of the notes to our obligations with respect to other existing and future debt, the effect of which would be that other creditors to be paid in full before any payment could be made on the notes; or
- take other action harmful to holders of the notes, including in certain circumstances, invalidating the notes.

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

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

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

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- the present fair saleable value of our assets was less than the amount that would be required to pay our probable liability on our existing liabilities, as they become absolute and mature; or
- it could not pay our debts as they become due.

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. Under 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 the method of valuation, on the date the notes were issued, that the issuance of the notes constituted fraudulent transfers on another ground.

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USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of the notes will be approximately \$1.092 billion (after deducting underwriting discounts and commissions). We intend to use a portion of the net proceeds to redeem all of our 5⁷/₈% Senior Notes due on September 15, 2015 and to use the remaining amount for general corporate purposes, including repurchases of shares of our common stock under our share repurchase programs. On May 19, 2014, we announced that our board of directors authorized a new share repurchase program. Other general corporate purposes may include, among other things, funding for working capital, capital expenditures, repayments of debt, investments in our subsidiaries, business acquisitions and the repurchase, redemption or retirement of our other securities. Pending the use of such proceeds, 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 investments. The proceeds will be invested to yield a favorable return.

RATIO OF EARNINGS TO FIXED CHARGES

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

	For the Six Months Ended March 31, 2014	For the Year Ended September 30,		
		2013	2012	2011
Ratio of earnings to fixed charges(1)	10.6	10.5	12.7	13.5

(1) 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, 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 debt, and (c) interest within rental expense.

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CAPITALIZATION

The following table sets forth our consolidated cash and cash equivalents and capitalization as of March 31, 2014. We have presented our cash 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 the proceeds to redeem the 5⁷/₈% Senior Notes due 2015. See "Use of Proceeds" in this prospectus supplement.

	As of Actual
Cash and cash equivalents	\$ 696,
Total debt:	
Multi-Currency Revolving Credit Facility due 2018(1)	
Receivables Securitization Facility due 2016(2)	
Revolving Credit Note(3)	
5 ⁷ / ₈ % Senior Notes due 2015(4)	499,
4 ⁷ / ₈ % Senior Notes due 2019	397,
3 ¹ / ₂ % Senior Notes due 2021	499,
1.150% Senior Notes due 2017 offered hereby	
3.400% Senior Notes due 2024 offered hereby	
Total debt	1,396,
Stockholders' equity:	
Common stock, \$0.01 par value — authorized, issued and outstanding:	
600,000,000 shares, 269,472,871 shares and 227,519,892 shares, respectively	2,
Additional paid-in capital	2,359,
Retained earnings	1,621,
Accumulated other comprehensive loss	(44,
Treasury stock, at cost: 41,952,979 shares	(1,793,
Total stockholders' equity	2,145,
Total capitalization	\$ 3,542,

- (1) As of March 31, 2014, there were no borrowings outstanding under our \$1.4 billion five-year multi-currency revolving credit facility. For more information regarding this facility, see the "Description of Notes" section of this prospectus supplement as our "Multi-Currency Revolving Credit Facility" other than in the "Description of Notes" section of this prospectus supplement, it is referred to as our "Credit Agreement").
- (2) As of March 31, 2014, there were no borrowings outstanding under our \$950 million receivables securitization facility. For more information regarding this facility, see the "Description of Notes" section of this prospectus supplement. The facility includes an accordion feature available to us whereby the commitment may be increased by up to \$250 million, subject to lender approval in December and March quarters.
- (3) We have an uncommitted, unsecured line of credit available to us pursuant to a revolving credit note with Citizens Bank of New York (the "Revolving Credit Note"). As of March 31, 2014, the Revolving Credit Note provided us with the ability to request short-term unsecured borrowings of up to \$250 million.

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in a principal amount not to exceed \$45 million and the entire \$45 million was available for borrowing under the Revolver. We amended the Revolving Credit Note to increase its uncommitted, unsecured line of credit to an aggregate principal amount of \$45 million.

- (4) The redemption of our 5⁷/₈% Senior Notes due on September 15, 2015 will require us to pay to the holders of such 5⁷/₈% Senior Notes the principal amount of such notes plus an estimated make-whole payment of \$32.6 million.

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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 descriptions of the debt securities set forth under "Description of Debt Securities" in the accompanying prospectus. Certain capitalized terms used herein are defined in the prospectus under the heading "— Certain Definitions."

We are issuing the 2017 Senior Notes as a series of debt securities under an indenture, dated as of November 19, 2009 (such indenture is referred to 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 the third supplemental indenture dated as of May 22, 2014, between us and the Trustee. The Base Indenture and the third supplemental indenture governing the 2017 Senior Notes are collectively referred to as the "2017 Note Indenture." We are issuing the 2024 Senior Notes as a series of debt securities under the Base Indenture, between us and the Trustee, as supplemented by the fourth supplemental indenture to be dated as of May 22, 2014, between us and the Trustee. The Base Indenture and the fourth supplemental indenture governing the 2024 Senior Notes are collectively referred to as the "2024 Note Indenture." The 2017 Note Indenture and the 2024 Note Indenture are sometimes referred to collectively as the "indentures."

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 2017 Senior Notes will initially be issued in an aggregate principal amount of \$600 million and the 2024 Senior Notes will initially be issued in an aggregate principal amount of \$500 million. We may, without notice to or the consent of holders of either series of the notes offered hereby, re-open such series and issue an unlimited number of additional notes of such series from time to time. We will issue notes in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The 2017 Senior Notes will mature on May 15, 2017, unless redeemed prior to that date, as described under "— Optional Redemption." Interest on the 2017 Senior Notes will accrue at the rate of 1.150% per year. The 2024 Senior Notes will mature on May 15, 2024, unless redeemed prior to that date, as described under "— Optional Redemption." Interest on the 2024 Senior Notes will accrue at the rate of 3.400% per year. We will pay interest on the notes semi-annually in arrears on May 15 and November 15, 2014. 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 15.

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 issue.

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

No Initial Guarantees

None of our subsidiaries will initially guarantee the notes. However, certain of our domestic subsidiaries may be obligated to guarantee the notes, as described under "— Additional Covenants" below.

Ranking

The notes:

- will be general unsecured unsubordinated obligations of AmerisourceBergen;

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- will be equal in right of payment with any future or existing unsecured unsubordinated indebtedness of AmerisourceBergen; and
- will be senior in right of payment to future subordinated indebtedness of AmerisourceBergen, if any, that expressly provides for its

The notes will be effectively subordinated in right of payment to all future secured debt of AmerisourceBergen and the notes will be effectively subordinated to all existing and future liabilities of our subsidiaries. See "Risk Factors — The notes will be unsecured and effectively subordinated to our future secured debt" and "Risk Factors — The notes will be unsecured and effectively subordinated to our future secured debt" and "Risk Factors — The notes will be unsecured and effectively subordinated to all existing and future liabilities of our subsidiaries." As of March 31, 2014, we had no subordinated debt and no secured indebtedness.

Under the circumstances described below under the subheading "— Additional Covenants — Designation of Restricted and Unrestricted Subsidiaries," we designate certain of our other subsidiaries as "Unrestricted Subsidiaries." Our Unrestricted Subsidiaries will not be subject to the restrictive covenants of the notes.

The notes will be structurally subordinated to all existing and future indebtedness and other liabilities, including trade payables, of our subsidiaries. As of March 31, 2014, the notes were structurally subordinated to an aggregate of \$1.9 billion of indebtedness and other liabilities of our subsidiaries.

Optional Redemption

The 2017 Senior Notes will be redeemable at our option in whole or in part at any time and from time to time at a Redemption Price equal to

- 100% of the principal amount of the 2017 Senior Notes to be redeemed; or
- as determined by an Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments discounted 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 for the 2017 Senior Notes, we will pay accrued and unpaid interest on the principal amount of the 2017 Senior Notes to the Redemption Date for the 2017 Senior Notes.

The 2024 Senior Notes will be redeemable at our option in whole or in part at any time from time to time prior to February 15, 2024 (the date that is three months prior to the maturity date of the 2024 Senior Notes) at a Redemption Price equal to the greater of:

- 100% of the principal amount of the 2024 Senior Notes to be redeemed; or
- as determined by an Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments discounted on a semiannual basis (assuming a 360 day year consisting of twelve 30 day months) at the Adjusted Treasury Rate.

On and after February 15, 2024 (the date that is three months prior to the maturity date of the 2024 Senior Notes), the 2024 Senior Notes will be redeemable at our option in whole or in part at any time and from time to time at a Redemption Price equal to 100% of that principal amount of the 2024 Senior Notes to be redeemed.

In addition to the Redemption Price for the 2024 Senior Notes, we will pay accrued and unpaid interest on the principal amount of the 2024 Senior Notes to the Redemption Date for the 2024 Senior Notes.

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. The notice of redemption for the notes to be redeemed will state, among other things, the amount of such notes to be redeemed, the Redemption Date, and the Redemption Price.

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be made upon

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presentation and surrender of notes to be redeemed. Unless we default in the payment of the Redemption Price, interest will cease to accrue at the time the notes have been called for redemption.

"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 the Comparable Treasury Issue 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 for the 2017 Senior Notes or 15 basis points for the 2024 Senior Notes, as applicable.

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

"Comparable Treasury Price" means, with respect to any Redemption Date, (A) the average of the Reference Treasury Dealer Quotations for the Comparable Treasury Issue, 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 lowest such Quotation.

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

"Reference Treasury Dealer" means each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and one other financial institution (each, a "Primary Treasury Dealer") appointed by the Trustee after consultation with AmerisourceBergen and its successors. If J.P. Morgan Securities LLC or Merrill Lynch, Pierce, Fenner & Smith Incorporated shall cease to be a Primary Treasury Dealer, AmerisourceBergen shall appoint a new Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average as 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 the 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, the 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 of such notes to be due after the related Redemption Date but for such redemption; *provided, however*, that, if such Redemption Date is not an Interest Payment Date, 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 its right to redeem the notes, each Holder of the notes (as defined in the indentures) will have the right to require AmerisourceBergen to purchase all or a portion of such Holder's notes pursuant to the offer to repurchase (the "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 of the notes on the relevant record date to receive interest due on the relevant interest payment date.

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Within 30 days following the date upon which the Change of Control Triggering Event occurred, or at AmerisourceBergen's option, prior to 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, which notice will govern the terms of the Change of Control Offer. Such notice will state, among other things, the purchase date, which must be not less 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 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. 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 "Change of Control 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 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 under the requirements for such an offer made by AmerisourceBergen and such third party purchases all of the notes properly tendered and not withdrawn under the terms of the Change of Control 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 more 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 defined 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 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 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 other property, other than any such transaction where the shares of the Voting Stock of AmerisourceBergen outstanding immediately prior to the transaction 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;
- (e) the adoption of a plan relating to the liquidation or dissolution of AmerisourceBergen.

"Change of Control Triggering Event" means the applicable series of notes cease to be rated Investment Grade by at least two of the three Rating Agencies during the Trigger Period (the "Trigger Period") commencing 60 days prior to the first public announcement by AmerisourceBergen of any Change of Control (or period of 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control if 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 of Investment Grade at the commencement of any Trigger Period, such notes will be deemed to have ceased to be rated Investment Grade by at least two of the three Rating Agencies. Notwithstanding the

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foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until it has actually been consummated.

"Fitch" means Fitch Ratings, Inc., a subsidiary of Hearst Corporation and FIMALAC SA, 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 A- or better by S&P (or its equivalent under any successor rating 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, AmerisourceBergen may appoint a replacement for such Rating Agency that is reasonably acceptable to the Trustee under each 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 imposed, and 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 each indenture and the satisfaction and discharge provisions of each indenture of the Notes are set forth in the accompanying prospectus under the heading "Description of Debt Securities — Satisfaction, Discharge and Covenant Defeasance" in the accompanying prospectus will apply to the applicable series of notes.

Additional Covenants

In addition to the covenants described in the accompanying prospectus, the following additional covenants shall apply to the notes. The provisions of the accompanying prospectus under the heading "Description of Debt Securities — Satisfaction, Discharge and Covenant Defeasance" relating to covenant defeasance shall not apply to the notes.

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 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 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 equal to the Indebtedness secured by such Lien.

Notwithstanding the foregoing, any Lien securing the notes or such guarantee pursuant to the covenant described in the preceding paragraph shall be unconditionally released and discharged upon the release by all holders of the Indebtedness secured by the Lien giving rise to the Lien securing the notes (and shall be deemed released upon payment in full of all obligations under such Indebtedness).

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

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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 the A sale and leaseback transaction pursuant to the provision described above under the subheading "— Limitation on Liens"; and

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(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 A 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 Directors of AmerisourceBergen may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause

Subsidiary Guarantees

None of our subsidiaries will initially guarantee the notes. However, any Domestic Subsidiary of AmerisourceBergen (other than Blanco and incurs, has outstanding or guarantees any Specified Indebtedness will, simultaneously with such incurrence or guarantee (or, if the Domestic Subs Specified Indebtedness at the time of its creation or acquisition, at the time of such creation or acquisition), become a Guarantor and execute and indenture pursuant to which such Subsidiary will agree to guarantee AmerisourceBergen's obligations under the notes, except for all Subsidiaries Unrestricted Subsidiaries or Designated Non-Guarantors in accordance with each indenture for so long as they continue to constitute Unrestricted Non-Guarantors. As of the date of this prospectus supplement, no Domestic Subsidiary guarantees, or has outstanding, any Specified Indebtedness

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 c 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 m AmerisourceBergen) unconditionally assumes all the obligations of such Guarantor under the indenture and its guarantee, pursuant 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 Capital Stock of any Guarantor, in each case to a Person that is not (either before or after giving effect to such transactions) a Subs giving effect to such transaction, neither the Person acquiring such Capital Stock nor such Guarantor has outstanding or guarantees
- in the event AmerisourceBergen designates any such Guarantor to be an Unrestricted Subsidiary or Designated Non-Guarantor in a indenture; or
- in the event any Guarantor shall cease (or simultaneously with the release of its guarantee under the applicable indenture shall cea Specified Indebtedness.

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Reports

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

- 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;

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 as being 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 under the heading "Description Of Debt Securities — Events of Default", the following shall constitute an Event of Default with respect to each series of notes:

- failure by AmerisourceBergen or any of its Restricted Subsidiaries for 30 days from receipt of written notice by the Trustee or the holder of such series of notes outstanding to comply with the provisions described under the caption "— Offer to Repurchase Upon Demand";
- default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced by AmerisourceBergen or any of its Restricted Subsidiaries (or the payment of which is guaranteed by AmerisourceBergen or any of its Restricted Subsidiaries) such Indebtedness or guarantee now exists, or is created after the issue date of the notes, if that default:
 - (1) is caused by the failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the term of such Indebtedness on the date of such default (a "Payment Default"), or
 - (2) results in the actual acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of such Indebtedness exceeds 51% of the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been reached; or
- 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 group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary and such judgment or judgments are not satisfied within the period (during which execution shall not be effectively stayed pending appeal (or otherwise stayed)) of 60 days, *provided* that the aggregate amount of such judgments exceeds \$50.0 million (net of any amount covered by insurance); or
- except as permitted by the applicable indenture, any guarantee is held in any judicial proceeding to be unenforceable or invalid or the holder of such notes, or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under such guarantee.

In addition, all references to "51%" in the provisions of each indenture related to acceleration and the initiation of enforcement proceedings shall be replaced with "25%."

Additional Restrictions on Amendment, Supplement and Waiver

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In addition to the provisions of each indenture which may not be amended or waived without the consent of each holder of debt securities of accompanying

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prospectus under the heading "Description of Debt Securities — Modification and Waiver," an amendment or waiver may not (with respect to any of the notes) release any Guarantor or co-obligor from any of its obligations under its guarantee or the applicable indenture, except in compliance with the applicable indenture as amended, supplemented or otherwise modified from time to time.

Global Securities

The notes will be issued as "Global Securities" as described in the accompanying prospectus. The Depository Trust Company ("DTC") will have advised us that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities, including trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The 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 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 policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of such Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have the meanings assigned to them in Rule 13d-3 under the Exchange Act (other than AmerisourceBergen or any Subsidiary of AmerisourceBergen) in whom a Receivables Subsidiary makes an Investment in connection with a 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, of all or substantially all of the assets of AmerisourceBergen and its Restricted Subsidiaries taken together, as determined by the provisions of the applicable indenture described in the accompanying prospectus under the heading "Description of Debt Securities — Consolidation of Debt Securities."

"Attributable Indebtedness" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation to make payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been or may be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined by the provisions of the applicable indenture described in the accompanying prospectus under the heading "Description of Debt Securities — Consolidation of Debt Securities."

"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 number of shares of common stock owned by a 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 any shares of common stock owned by such person in a fiduciary capacity.

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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 subject to 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 corporation; (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.

"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 the board or authorized committee thereof and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in the Place of Business 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 is 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),
- (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 in excess of, more 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 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 taxes were 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 deductible for tax purposes, net of any tax credit, limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred interest, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Indebtedness, commission 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 such interest expense; *plus*

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(d) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expense for such 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 expense for such period) of such Person and its Restricted Subsidiaries for such period to the extent that such 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 charges) 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.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries, 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 to the extent 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 of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) under the operation of the terms of its charter or other governing instrument or any judgment, decree, order, statute, rule or governmental regulation 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, or any other financial recapitalization charges in connection with redeeming or retiring any indebtedness prior to its Stated Maturity will be added to Net Income; and

(e) the Net Income (but not loss) of any Unrestricted Subsidiary will be excluded (except to the extent distributed to AmerisourceBergen and its 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 sheets, 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 for the 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 in excess of par value of all such Person's Capital Stock, plus (iii) any retained earnings or earned surplus, minus (iv) any accumulated deficit, minus (v) any amounts attributable to Disqualified Persons.

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

"Credit Agreement" means the Credit Agreement, dated as of March 18, 2011, as amended and restated as of July 9, 2013, among AmerisourceBergen and the parties thereto, the

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lenders party thereto, JPMorgan Chase Bank, N.A., as administrative 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, lenders or investors or trustees providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to entities formed to borrow from such lenders against such receivables), letters of credit, or capital markets financings, in each case, as amended, 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 of Designation as 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 more than 5% of the consolidated revenues or Consolidated Cash Flow, of AmerisourceBergen and its Restricted Subsidiaries, calculated at the end of each fiscal year 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 continuing under any indenture or Credit Facility of AmerisourceBergen or any of its Restricted Subsidiaries. In the event that following any fiscal year end, Restricted Subsidiaries that have been previously designated as Designated Non-Guarantors, when taken as a whole, account for more than 7.5% of such consolidated revenues or Consolidated Cash Flow, or end or more than 5% of such consolidated revenues or Consolidated Cash Flow during such fiscal quarter, calculated in accordance with GAAP, AmerisourceBergen will cause any one or more of such Restricted Subsidiaries to become Guarantors within 45 days of such fiscal quarter end and will not, when taken as a whole, account for more than the applicable percentage of any such measures. Notwithstanding the foregoing, Blanco and its subsidiaries are permitted to be Designated Non-Guarantors, and their assets, revenues and Consolidated Cash Flow will be disregarded for purposes of the financial covenants.

"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 exercisable, 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 provision, is 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 may be repurchased, in whole or in part, at the option of the holder thereof, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require AmerisourceBergen to repurchase the 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 restrictive 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 Columbia or that guarantees or otherwise provides direct credit support for any Indebtedness of AmerisourceBergen; *provided* that a Restricted Subsidiary with 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 of that amount.

"Event of Default" has the meaning specified under the heading "— Additional Events of Default" and under the heading "Description of Defaults" in the accompanying prospectus.

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"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is not convertible into 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 entities as may be authoritative for 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, directly or indirectly, by the issuer or its subsidiary, 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 obligation.

"Guarantor" means any Subsidiary of AmerisourceBergen that provides a Guarantee with respect to the notes pursuant to the applicable indenture and assigns, other than such Subsidiaries that are released from such Guarantee in accordance with its terms.

"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 or other foreign exchange risk.

"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 advance against the purchase price of any property;
- (f) representing any Hedging Obligations;

i.e. 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 included in the balance sheet of 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 Indebtedness that is in default.

Indebtedness shall not include the obligations of any Person resulting from post-closing payment adjustments to which the seller may become obligated by the terms of the purchase by AmerisourceBergen or any of its Restricted Subsidiaries of any business, to the extent such payment is

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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 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 due.

"Investment" means, with respect to any Person, all direct or indirect investment by such Person in other Persons (including Affiliates) in the form of equity (including preferred stock), advances or capital contributions (excluding commissions, travel, moving and similar advances to officers and employees and other obligations), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, 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 that is otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any agreement to file any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; in each case, whether or not a 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 including preferred stock dividends, excluding, however, (i) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), from an 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 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 letter of credit or other arrangement 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 the issuer) permit upon notice, lapse of time or both any holder of any other Indebtedness of AmerisourceBergen or any of its Restricted Subsidiaries to accelerate the 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 its Restricted Subsidiaries.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under any contract or Indebtedness.

"Officer" means, with respect to any Person, such Person's Chairman, Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, 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, Senior Vice President, Treasurer, and any Assistant Treasurer, or by any other officer or officers of such Person pursuant to an applicable Board Resolution.

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"Paying Agent" means, with respect to any Securities, any Person appointed by AmerisourceBergen to distribute amounts payable by AmerisourceBergen. 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 for that series. As of the date of the Base Indenture, AmerisourceBergen has appointed U.S. Bank National Association, as Paying Agent with respect to the Securities of that series.

"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 not exceed, at the time of determination, 15% of the 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 and are not on assets other than those of the Person merged into or consolidated with AmerisourceBergen or the Restricted Subsidiary;

(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 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 and are being actively instituted and diligently concluded; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been established;

(h) Liens on assets of AmerisourceBergen or any of its Subsidiaries (including Receivables Subsidiaries) incurred in connection with the operation of the business;

(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 or mortgages on real property, in each case, created within twelve months after the date of acquisition, construction or improvement of such property 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; 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 obligations;

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(m) Liens imposed by law, such as mechanics', carriers', warehousemen's, materialmen's, and vendors' Liens, incurred in good faith with respect to amounts not yet delinquent or being contested in good faith by appropriate proceedings if a reserve or other appropriate provision in accordance with 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 in accordance with GAAP; *provided* that such financing statements are granted solely in connection with such leases; and Liens to secure such leases 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 subject to such leases;

(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 title, and other similar Liens and encumbrances none of which interfere materially with the use of the property covered thereby in the ordinary course of business of AmerisourceBergen or such Restricted Subsidiary and which do not, in the opinion of AmerisourceBergen, materially detract from the value of the property;

(q) Liens in favor of the United States of America or any state thereof, or any department or agency or instrumentality or political subdivision thereof, or any political subdivision thereof, or any other country, or any political subdivision thereof, to secure any 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 improving the property subject to such Liens (including Liens incurred in connection with pollution control, industrial revenue or similar obligations);

(r) Liens securing Permitted Refinancing Indebtedness incurred to refinance Indebtedness that was secured by a Lien permitted under this section. 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, increase in the aggregate amount of secured Indebtedness of AmerisourceBergen and its Restricted Subsidiaries (except to the extent as a result of the refinancing of 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 sections. 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; and (B) not be subject to the Lien being so extended or renewed;

(t) Liens incurred in the ordinary course of business of AmerisourceBergen and its Restricted Subsidiaries with respect to obligations 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 other Indebtedness used to extend, refinance, renew, replace, defease or refund other Indebtedness of AmerisourceBergen or any of its Restricted Subsidiaries (other than Indebtedness incurred in the ordinary course of business);

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

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"Qualified Receivables Transaction" means any transaction or series of transactions entered into by AmerisourceBergen or any of its Subsidiaries in 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 or inventory of AmerisourceBergen or any of its Subsidiaries, and any assets related thereto including, without limitation, all collateral, contracts and all guarantees or other obligations in respect of such accounts receivable or inventory, proceeds of such accounts receivable and other assets 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 receivables and which is designated by the Board of Directors of AmerisourceBergen (as provided below) as a Receivables Subsidiary (a) no portion of the debt of such Subsidiary (contingent or otherwise) of which (i) is guaranteed by AmerisourceBergen or any Subsidiary of AmerisourceBergen (excluding guarantees of Obligations of interest on, Indebtedness) pursuant to representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with a 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 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 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 respect to 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 such results. Any such designation by the Board of Directors of AmerisourceBergen will be evidenced to the Trustee by filing with the Trustee a certificate of the Board of Directors of AmerisourceBergen giving effect to such designation and an Officers' Certificate certifying that such designation complied with the requirements of the Trust Agreement.

"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 terms of the applicable 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 terms of the applicable 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 same may be defined from time to time under the applicable indenture and delivered from time to time under the applicable indenture.

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

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"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X under the Securities Act, as such Regulation is in effect on the date of the applicable indenture.

"Specified Indebtedness" means (i) any Indebtedness under the Credit Agreement and any Indebtedness incurred under Credit Facilities that triggers 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 is to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase 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 is owned (by the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity, 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) 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 excess of \$25 million for all Domestic Subsidiaries of AmerisourceBergen (other than Blanco and any Receivables Subsidiary) that are not Guarantors at any time (the "Original Definition"); *provided, however*, that for so long as the Domestic Subsidiaries of AmerisourceBergen (other than Blanco and any Receivables Subsidiary) are not Guarantors have as a group in excess of \$25 million in aggregate principal amount of Indebtedness (other than Capital Lease Obligations), the term Indebtedness shall mean any Indebtedness; *provided further*, that from and after any subsequent date that the Domestic Subsidiaries of AmerisourceBergen (other 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 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 in accordance with 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, and any such agreement, contract, arrangement or understanding are no less favorable to AmerisourceBergen or such Restricted Subsidiary than the terms of such agreement, contract, arrangement or understanding 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 ownership interest or Equity Interests or (ii) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of performance.

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(d) is not guaranteeing or otherwise providing credit support for any Indebtedness of AmerisourceBergen or any of its Restricted Subsidiaries;

(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 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 copy of the designation giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions. If, at any time, a Subsidiary fails to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of AmerisourceBergen as of such date. The Board of Directors 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 of a Subsidiary of AmerisourceBergen of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation will only be permitted if (i) the applicable indenture and (ii) no Event of Default would be in existence following such designation. Notwithstanding the foregoing, Blanco and its Subsidiaries are 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 stock entitled to vote in the election of the Board of Directors of such Person.

The following is a summary of certain U.S. federal income tax consequences relating to the purchase, ownership and disposition of the notes. This 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 (the "Code"), U.S. Treasury regulations promulgated thereunder (which we refer to in this prospectus supplement as "Treasury Regulations") and published positions of the Internal Revenue Service (which we refer to in this prospectus supplement as the "IRS") and other applicable authorities. The IRS' positions may be changed, possibly with retroactive effect, so as to result in U.S. federal income tax consequences different from those set forth in this prospectus supplement. There can be no assurance that the IRS' conclusions will be sustained by a court, and there can be no assurance that the IRS' conclusions or that such statements and conclusions, if challenged by the IRS, will be sustained by a court.

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

THIS SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT INTENDED TO BE USED TO AVOID U.S. FEDERAL INCOME TAXES. YOU SHOULD CONSULT YOUR TAX ADVISOR WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR CIRCUMSTANCES. THIS SUMMARY DOES NOT CONSTITUTE AN OFFER OF FINANCIAL PRODUCTS OR SERVICES, AND IT DOES NOT TAKE INTO ACCOUNT YOUR INVESTMENT OBJECTIVES, FINANCIAL SITUATION OR NEEDS. THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR THE READING OF THE OFFICIAL PUBLISHED U.S. FEDERAL INCOME TAX LAWS, REGULATIONS, RULINGS AND REVENUE PROCEDURES. THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED IN CONNECTION WITH THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES AS WELL AS ANY TAX CONSEQUENCES THEREOF.

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THE FEDERAL ESTATE OR GIFT TAX RULES OR UNDER THE LAWS OF ANY STATE, LOCAL, FOREIGN OR OTHER TAXING APPLICABLE TAX TREATY.

Consequences to U.S. holders

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

A U.S. holder 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 the method of accounting for U.S. federal income tax purposes.

Additional payments

As described under the heading "Description of Notes — Offer to Repurchase Upon Change of Control," we may be required to pay you an additional amount in certain circumstances. We intend to take the position that the notes should not be treated as contingent payment debt instruments because our position is based in part on assumptions regarding the possibility, as of the date of issuance of the notes, that such additional amount will be paid. If you would likely treat any such payment paid to you in connection with a repurchase or redemption as described below in "— Consequences to U.S. holders of the notes" as a redemption or other taxable disposition of the notes, you should so indicate on your tax return for the year in which the payment is made. Our position is binding on you, unless you explicitly disclose to the IRS on your tax return for the year in which the payment is made that you are taking a different position. However, the IRS may take a contrary position from that described above, which could affect the tax consequences of the payment. You should consult your tax advisors regarding the application of the contingent payment debt instrument rules to the notes. The remainder of 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 between 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 interest 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 the note is the sum of cash plus the fair market value of all other property received on such disposition. 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.

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Long-term capital gains recognized by certain non-corporate U.S. holders, including individuals, will generally be subject to a reduced tax rate. This is subject to limitations.

Medicare tax on investment income

A U.S. holder that is an individual, estate or trust that does not fall into a special class of trusts that is exempt from such tax will be subject to the holder's "net investment income" (in the case of individuals) or "undistributed net investment income" (in the case of estates and trusts) for the relevant year. For the U.S. holder's "modified adjusted gross income" (in the case of individuals) or "adjusted gross income" (in the case of estates and trusts) for the relevant year (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances) (the "Medicare Tax"). For U.S. holders, the Medicare Tax generally includes the interest paid on the notes, as well as gain from the sale of the notes, unless such interest or gain is derived in the ordinary course of a business (other than a trade or business that consists of certain passive or trading activities). U.S. holders that are individuals, estates or trusts should consult their tax advisors regarding the applicability of the Medicare Tax to their income and gains in respect of their investment in the notes.

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

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 (among others, certain corporations and certain tax-exempt organizations) generally are not subject to backup withholding. You will be subject to backup withholding if you are otherwise exempt and you (i) fail to furnish your taxpayer identification number (which we refer to in this prospectus supplement as "TIN"), which may be your employer identification number, social security number or other social security number; (ii) furnish an incorrect TIN; (iii) are notified by the IRS that you have failed to properly report payments of interest on the notes; or (iv) are notified of 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, 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 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 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 summary, "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 and "Foreign Account Tax Compliance" below, interest income paid to a non-U.S. holder of the notes not 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";

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- 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 a successor form)), or holds its notes through certain foreign intermediaries and the non-U.S. holder and the foreign intermediaries shall comply with 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 made to you. You must provide us with a properly executed (1) IRS Form W-8BEN (or successor form) claiming an exemption from or reduction in withholding under the applicable 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 your 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 the interest 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 may be subject to withholding tax, provided the certification requirements described above are satisfied) in the same manner as if you were a U.S. person, as defined in the applicable tax treaty. 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) on the 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 heading "Description of Notes — Offer to Repurchase Upon Change of Control," we may be required to pay an amount of principal in certain circumstances. We intend to treat any such amount paid to a non-U.S. holder pursuant to any such repurchase or redemption as interest, and such payment will be 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 and "Foreign Account Tax Compliance," and except to the extent otherwise provided in an applicable tax treaty, 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 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.

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, exchange, redemption or other disposition of the note. 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 the 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, exchange, redemption or other disposition of the note 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 treaty to which you are a party.

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that may provide for different rules. In addition, you are urged to consult your tax advisors regarding the tax consequences of the acquisition, own

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 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 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 the notes 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 the U.S. holder, with respect to, any interest paid to you, regardless of whether any tax was actually withheld. Copies of these information returns may also be provided to 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 if the information is furnished to the IRS in a timely manner.

Foreign Account Tax Compliance

Pursuant to Sections 1471 through 1474 of the Code (provisions commonly known as "FATCA") and under final Treasury Regulations, a U.S. federal income tax will apply to interest payments made after December 31, 2013 and proceeds in respect of a sale of debt obligations occurring after December 31, 2013 to U.S. holders (or U.S. holders holding through foreign accounts or intermediaries), if certain disclosure requirements related to U.S. ownership or account information are provided. Pursuant to recently issued IRS Notice 2013-43, FATCA withholding on interest payments begins on July 1, 2014 and withholding tax under FATCA is not imposed on interest payments on obligations (including the notes) that are outstanding on July 1, 2014 (and are not "significantly modified" after June 30, 2014).

No Gross Up

If U.S. federal withholding tax is required on payments made to any holder of notes, such withheld amount will be paid to the IRS. That payment of cash to the holder of the notes with respect to whom the payment was made and generally will reduce the amount of cash to which such holder is entitled under the notes. You should consult your tax advisor regarding the potential application of U.S. federal withholding taxes, including under FATCA.

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UNDERWRITING

J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Mitsubishi UFJ Securities (USA), Inc. are acting as representatives below. Subject to the terms and conditions stated in the underwriting agreement between us and the representatives, we have agreed to sell to each of us severally agreed to purchase from us, the principal amount of notes that appears opposite its name in the table below:

<u>Underwriter</u>	<u>Principal Amount of 2017 Senior Notes</u>	
J.P. Morgan Securities LLC	\$ 120,000,000	\$
Merrill Lynch, Pierce, Fenner & Smith Incorporated.	\$ 120,000,000	\$
Mitsubishi UFJ Securities (USA), Inc.	\$ 120,000,000	\$
Wells Fargo Securities, LLC	\$ 36,000,000	\$
Scotia Capital (USA) Inc.	\$ 36,000,000	\$
U.S. Bancorp Investments, Inc.	\$ 36,000,000	\$
Mizuho Securities USA Inc.	\$ 36,000,000	\$
PNC Capital Markets LLC	\$ 24,000,000	\$
Deutsche Bank Securities Inc.	\$ 24,000,000	\$
Citigroup Global Markets Inc.	\$ 12,000,000	\$
Credit Suisse Securities (USA) LLC	\$ 12,000,000	\$
TD Securities (USA) Inc.	\$ 12,000,000	\$
KeyBanc Capital Markets Inc.	\$ 6,000,000	\$
BNY Mellon Capital Markets, LLC	\$ 6,000,000	\$
Total	\$ 600,000,000	\$

The underwriting agreement provides that the obligations of the underwriters to purchase the notes included in this offering are subject to approval by the underwriters and 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. The underwriters may offer the 2017 Senior Notes to selected dealers at the public offering price minus a concession of up to 0.250% of the principal amount of the 2017 Senior Notes. In addition, the underwriters may allow, and those selected dealers may reallow, a concession of up to 0.150% of the principal amount of the 2017 Senior Notes. The underwriters may offer the 2024 Senior Notes to selected dealers at the public offering price minus a concession of up to 0.400% of the principal amount of the 2024 Senior 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 2024 Senior Notes. After the initial offering, the underwriters may change the public offering price and any other selling terms. The underwriters may offer and sell notes to the public. 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):

Per 2017 Senior Note
Per 2024 Senior Note

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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 in the prior consent of the representatives.
- In addition to the underwriting discount discussed above, we will pay our expenses related to the offering, which we estimate will be \$1,000,000.
- We will indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, or contribute to the payment of such liabilities in proportion to the percentage of the offering for which they are 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 stock 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 may not do so. The underwriters may discontinue any market making in the notes at any time at their sole discretion. Accordingly, we cannot assure you that a 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 in the notes. 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.

Certain of the underwriters and their affiliates have in the past provided, and may in the future provide, investment banking, commercial banking 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 compensation. Specifically, affiliates of the underwriters serve various roles in our Multi-Currency Revolving Credit Facility: JPMorgan Chase Bank, N.A., an affiliate of JPMorgan Chase & Co., serves as administrative agent and a lender; Bank of America, N.A., an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated, serves as administrative agent and a lender; Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated serve as lead arrangers and joint bookrunners; and The Bank of Tokyo-Mitsubishi UFJ Securities (USA), Inc., serves as a documentation agent and lender. As of May 15, 2014, there were no borrowings outstanding under our Multi-Currency Revolving Credit Facility. In addition, the Bank of Tokyo-Mitsubishi UFJ, Ltd., an affiliate of Mitsubishi UFJ Securities, Inc., serves as administrator and a purchaser in connection with a \$950 million receivables securitization facility to which our subsidiary, AmerisourceBergen Drug Corporation, and its subsidiaries, and accounts receivables are sold on a revolving basis to a special purpose entity. Certain of the other underwriters or their affiliates also serve in similar capacities under these facilities.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments in securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. These activities may involve securities and/or instruments of ours or our affiliates. If any of the underwriters or their affiliates have a lending

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relationship with us, certain of those underwriters or their affiliates routinely hedge, and certain other of those underwriters or their affiliates may consistent with their customary risk management policies. Typically, these underwriters and their affiliates would hedge such exposure by entering either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any s positions could adversely affect future trading prices of the notes offered hereby. The underwriters and their affiliates may also make investment r express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire securities and instruments.

Selling Restrictions

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") no offer of notes in that Relevant Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, to fewer than 100 qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Relevant Member State;
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of notes shall require the issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

This prospectus supplement has been prepared on the basis that any offer of notes in any Relevant Member State will be made pursuant to an exemption from the requirement to publish a prospectus for offers of notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the subject of the offering contemplated in this prospectus supplement may only do so in circumstances in which no obligation arises for us or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. Neither we nor the underwriters have authorized, nor do they intend to authorize, any offer of notes in circumstances in which an obligation arises for us or the underwriters to publish a prospectus for such offer.

For the purpose of the above provisions, the expression "an offer to the public" in relation to any notes in any Relevant Member State means any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe for the notes in the Relevant Member State by any measure implementing the Prospectus Directive in the Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member States) and includes any relevant implementing measures in any Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

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Notice to Prospective Investors in the United Kingdom

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be made to "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within the scope of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) who are high net worth companies (or persons acting in their capacity as directors of such companies) lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This document is not to be relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document relates, and will be engaged in with, relevant persons.

VALIDITY OF SECURITIES

The validity of the notes will be passed upon for us by Morgan, Lewis & Bockius LLP, Philadelphia, Pennsylvania. The underwriters have been advised by Cravath, Swaine & Moore LLP, New York, New York. Cravath, Swaine & Moore LLP provides legal services to us from time to time.

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PROSPECTUS

AmerisourceBergen Corporation

**Common Stock
Preferred Stock
Debt Securities
Depositary 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, 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 we offer securities pursuant to this prospectus, we will provide a prospectus supplement and attach it to this prospectus. The prospectus supplement will contain more specific information about the securities being offered 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 underwriters, dealers or agents. 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 the 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 being offered 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 completion of the offering, we 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 whether 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 November 27, 2012

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The distribution of this prospectus and sale of these securities in certain jurisdictions may be restricted. Persons in possession of this prospectus should read the entire prospectus carefully and consult their legal counsel 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 lawful.

All references in this prospectus to "we," "us," "our," and "AmerisourceBergen" refer only to AmerisourceBergen Corporation and not to any of its subsidiaries. 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 heading "Risk Factors" in the registration statement of which this prospectus is a part, and the securities we may offer by this prospectus, 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 incorporate by reference into this prospectus certain legal documents that control the terms of the securities offered by this prospectus as exhibits to the registration statement of which this prospectus is a part and of the documents incorporated by reference into this prospectus as exhibits to the registration statement of which this prospectus is a part. A discussion of the risks of investing in our securities 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. 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 incorporate by reference into this prospectus certain legal documents that control the terms of the securities offered by this prospectus as exhibits to the registration statement of which this prospectus is a part and of the documents incorporated by reference into this prospectus as exhibits to the registration statement of which this prospectus is a part.

The registration statement of which this prospectus is a part contains additional information about us and the securities we may offer by this prospectus, and incorporated by reference certain legal documents that control the terms of the securities offered by this prospectus as exhibits to the registration statement of which this prospectus is a part and of the documents incorporated by reference into this prospectus as exhibits to the registration statement of which this prospectus is a part. 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. Such free writing prospectuses may contain additional information about us, our business, the offered securities, the manner in which such securities are being offered, 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 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 are not 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 as exhibits to the registration statement of which this prospectus is a part are available 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 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 structure and other information 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 and of the documents incorporated by reference into this prospectus as exhibits to the registration statement of which this prospectus is a part, and any accompanying prospectus supplement or free writing prospectus that we deliver to you.

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supplement, and any free writing prospectus that we deliver to you. We have not authorized anyone to provide you with different information, you should not rely on it.

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 "Act"). With these requirements, we file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy these reports and other information at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. 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 on our website, 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 the registration statement. It includes additional information about us and the securities offered by this prospectus. You may review and obtain a copy 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 find the registration statement 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 disseminate information by referring you to those documents. Information incorporated by reference is considered to be a part of this prospectus, and information that we file with the SEC after the date of this prospectus will update, modify and, where applicable, supersede this information. We incorporate by reference into this prospectus the specific documents listed below that we have filed 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 (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:

- Our Annual Report on Form 10-K for the fiscal year ended September 30, 2012, filed with the SEC on November 27, 2012;
- Our Current Report on Form 8-K filed with the SEC on November 27, 2012; and
- 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 August 1, 2001, including any amendments or reports filed with the SEC that modify or supersede 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 superseded 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 be part of this prospectus.

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 prospectus referred to above that we

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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 by writing 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 find the exhibits filed in the registration 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 271 of the Securities Exchange 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 for these purposes and include, among others, statements with respect to:

- our future economic performance, operating results, financial condition, capital resources or prospects;
- projections of revenue, expenses, income and losses, earnings (losses) per share, capital expenditures, dividends, growth rates or other financial data;
- market or industry trends,
- legal or regulatory developments;
- future events;
- the anticipated effect of acquisitions, litigation, new (or changes to existing) laws, regulations or accounting principles or other matters that may affect our performance, operating results, financial condition, capital resources or prospects;
- our plans, objectives and strategies for future operations or otherwise;
- 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," "potential," "appear," "continue," "future," "believe," "estimate," "forecast," "project" and other words of similar meaning, although not all forward-looking statements contain identifying words.

Forward-looking statements are based on management's current expectations and are subject to uncertainty and change in circumstances. Actual results may differ materially from those projected, anticipated or implied are the following:

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

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- changes in pharmaceutical manufacturers' pricing and distribution policies or practices;
- adverse resolution of any contract or other dispute with customers or suppliers;
- federal and state government enforcement initiatives to detect and prevent suspicious orders of controlled substances and the diversion of controlled substances;
- qui tam litigation for alleged violations of fraud and abuse laws and regulations and/or any other laws and regulations governing the dispensing of pharmaceutical products or services and any related litigation, including shareholder derivative lawsuits;
- changes in federal and state legislation or regulatory action affecting pharmaceutical product pricing or reimbursement policies, including the implementation of the Affordable Care Act;
- changes in regulatory or clinical medical guidelines and/or labeling for the pharmaceutical products we distribute, including certain off-invoice discounts;
- price inflation in branded pharmaceuticals and price deflation in generics;
- greater or less than anticipated benefit from launches of the generic versions of previously patented pharmaceutical products;
- significant breakdown or interruption of our information technology systems;
- inability to realize the anticipated benefits of the implementation of an enterprise resource planning (ERP) system;
- success of integration, restructuring or systems initiatives;
- interest rate and foreign currency exchange rate fluctuations;
- risks associated with international business operations, including non-compliance with the U.S. Foreign Corrupt Practices Act, anti-bribe and import laws and regulations;
- economic, business, competitive and/or regulatory developments outside of the United States;
- changes and/or potential changes in Canadian provincial legislation affecting pharmaceutical product pricing or service fees or regulations in Canada to lower pharmaceutical product pricing and service fees;
- 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 operate;
- our inability to successfully complete any other transaction that we may wish to pursue from time to time;
- changes in tax laws or legislative initiatives that could adversely affect our tax positions and/or our tax liabilities or adverse resolution of tax disputes;
- increased costs of maintaining, or reductions in our ability to maintain, adequate liquidity and financing sources;

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- volatility and deterioration of the capital and credit markets; and
- 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 Reports on Form 10-Q

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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 our business to perform differently 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. This prospectus 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 to which the information is updated) and we undertake no obligation to update or revise any of these statements, whether as a result of new information, future developments or otherwise. We intend to qualify all of our forward-looking statements by these cautionary statements.

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AMERISOURCEBERGEN CORPORATION

We are one of the world's largest pharmaceutical services companies serving the United States, Canada and selected global markets. Serving pharmaceutical manufacturers in the pharmaceutical supply channel, we provide drug distribution and related services designed to reduce costs and improve efficiency. Specifically, we distribute a comprehensive offering of brand-name pharmaceuticals (including specialty pharmaceutical products), generic pharmaceutical products, home healthcare supplies and equipment, and related services to a wide variety of healthcare providers located in the United States, Canada, and other countries, including acute care hospitals and health systems, independent and chain retail pharmacies, mail order pharmacies, medical and dialysis clinics, physician practices, long-term care and other alternate site pharmacies, and other customers. We also provide pharmacy services to certain specialty drug payors, healthcare providers and pharmaceutical manufacturers with an assortment of related services, including pharmacy automation, inventory management, pharmaceutical consulting services, logistics services, and pharmacy management. We also offer a wide variety of commercialization support services, including consulting services, reimbursement support programs, patient adherence programs, risk mitigation services and other market access programs, to pharmaceutical manufacturers.

As used in this section of the prospectus only, references to "we" refer to AmerisourceBergen Corporation and its consolidated subsidiaries.

USE OF PROCEEDS

Unless we inform you otherwise in the prospectus supplement or a free writing prospectus, we intend to use the net proceeds from the sale of securities for the following purposes, including, but not limited to, working capital, capital expenditures, repayment of indebtedness, investments in our subsidiaries, business development, redemption or retirement of our securities, including shares of our common stock. We may also invest the net proceeds in U.S. government securities and interest-bearing securities. If we decide to use the net proceeds from a particular offering of securities for a specific purpose, we will describe that purpose to that offering.

RATIO OF EARNINGS TO FIXED CHARGES

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

	Fiscal Year Ended September 30			
	2012	2011	2010	2009
Ratio of earnings to fixed charges	11.83	13.34	12.17	11.7

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, less (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 debt, and (c) interest within rental expense.

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DESCRIPTION OF COMMON STOCK AND PREFERRED STOCK

The following description of our common stock and preferred stock will apply generally to any future common stock or preferred stock that is subject to, and qualified in its entirety by reference to, our amended and restated certificate of incorporation, as amended (which we refer to as the "certificate of incorporation"), our amended and restated bylaws (which we refer to as our "bylaws"), each of which is incorporated by reference as exhibits to this prospectus is a part. We will describe the particular terms of any class or series of these securities in more detail in the applicable prospectus supplement. The terms of the common stock or preferred stock described in the applicable prospectus supplement differ from any of the terms described herein in that they may be deemed superseded by that prospectus supplement. The terms of these securities also may be affected by the General Corporation Law of the State of Delaware (the "DGCL").

Authorized Capital Stock

We are authorized to issue a total of 610,000,000 shares of capital stock consisting of 600,000,000 shares of common stock, par value \$0.01 per share, and 10,000,000 shares of preferred stock, par value \$0.01 per share.

Common Stock

Our authorized common stock consists of 600,000,000 shares of common stock, par value \$0.01 per share. Each outstanding share of common stock is entitled to one vote. Except as may be provided in a certificate of designations for a series of preferred stock, the holders of common stock have the exclusive right to elect and remove directors for all other purposes as provided by law and do not have cumulative voting rights.

Subject to the preferences that may be applicable to any then outstanding shares of preferred stock, holders of common stock are entitled to receive dividends and other distributions in cash, stock or property of AmerisourceBergen as may be declared by the board of directors from time to time out of the funds of AmerisourceBergen. Upon our voluntary or involuntary liquidation, dissolution or winding up, holders of common stock are entitled to receive the assets of AmerisourceBergen available for distribution to its stockholders and payment of the liquidation preferences of any then outstanding shares of preferred stock.

Holders of our common stock have no preemptive rights and no right to convert their common stock into any other securities. There are no redemption rights applicable to our common stock.

Holders of common stock will have no liability for further calls or assessments and will not be personally liable for the payment of our debts or obligations arising out of their own conduct or acts.

Our board of directors may authorize the issuance of preferred stock with voting, conversion, dividend, liquidation and other rights that may vary from the rights of the holder of our common stock.

Preferred Stock

Our authorized preferred stock consists of 10,000,000 shares of preferred stock, par value \$0.01 per share. We may issue preferred stock from time to time without stockholder approval, when authorized by our board of directors. Subject to the limits imposed by the DGCL, our board of directors is authorized to determine, for each series of preferred stock the number of shares of such series and the voting powers (if any), designation, preferences and relative, participating, optional or other rights of such series.

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other special rights, and qualifications, limitations or restrictions of such series. As of the date of this prospectus, no shares of preferred stock are

Unless otherwise set forth in the applicable certificate of designations for such series of preferred stock:

- Holders of preferred stock will have no voting rights and will not be entitled to any notice of meeting of stockholders, except as required by law;
- Holders of preferred stock will be entitled to receive, when declared by the board of directors, out of legally available funds, dividends for the respective series of preferred stock, and no more, before any dividends will be declared and paid, or set apart for payment, in respect to the same dividend period;
- Upon our voluntary or involuntary liquidation, dissolution or winding up, holders of each series of preferred stock will be entitled to receive, in addition to the dividends payable to such series plus, in the case of any series on which dividends will have been determined by the board of directors to be cumulative, an amount accumulated and unpaid to the date of final distribution whether or not earned or declared (subject to any cap set forth in the applicable certificate of designations for such series of preferred stock) before any distribution shall be paid, or set aside for payment, to holders of our common stock;
- At the option of our board of directors, we may redeem all or part of the shares of any series of preferred stock on such terms and conditions as may be set forth in the applicable certificate of designations for such series of preferred stock;
- Holders of our preferred stock have no preemptive rights and will have no liability for further calls or assessments; and
- Our board of directors may increase or decrease the number of shares of any series, but not below the number of shares of that series as then outstanding, without the vote or action by our stockholders.

For any series of preferred stock that we may offer, our board of directors will determine and the prospectus supplement relating to such series will set forth:

- The designation and number of shares of such series;
- The rate and time at which, and the preferences and conditions under which, any dividends will be paid on shares of such series, whether cumulative or non-cumulative and participating or non-participating;
- Any provisions relating to convertibility or exchangeability of the shares of such series;
- The rights and preferences, if any, of holders of shares of such series upon our liquidation, dissolution or winding up of our affairs;
- The voting powers, if any, of the holders of shares of such series;
- Any provisions relating to the redemption of the shares of such series;
- Any limitations on our ability to pay dividends or make distributions on, or acquire or redeem, other securities while shares of such series are outstanding;
- Any conditions or restrictions on our ability to issue additional shares of such series or other securities; and

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- Any other specific terms, preferences, limitations or restrictions.

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Certain Anti-Takeover Provisions of Our Certificate Incorporation, Bylaws and Delaware Law

The following is a summary of certain provisions of our certificate of incorporation, bylaws and the DGCL that may have the effect of discouraging takeovers or changes in control or management of AmerisourceBergen. Such provisions could deprive our stockholders of opportunities to realize the full value of their investment. At the same time, these provisions may have the effect of inducing any persons seeking to acquire or control us to negotiate terms acceptable to our stockholders. In this summary we have included parenthetical references to sections of our certificate of incorporation and bylaws to help you locate the provisions.

Undesignated Preferred Stock

Our certificate of incorporation authorizes our board of directors to issue shares of preferred stock and set the voting powers, designations, and other rights of that preferred stock without stockholder approval. Any such designation and issuance of shares of preferred stock could delay, defer or prevent an acquisition of our company (Section 4.03)

Removal of Directors and Vacancies on the Board of Directors

Our certificate of incorporation and our bylaws provide that a director may not be removed except both for cause and by the affirmative vote of a majority of the holders of shares of our stock present in person or represented by proxy at a meeting of our stockholders at which a quorum is present. At our next election of directors, considered for this purpose as a single class. Our certificate of incorporation and our bylaws also provide that, subject to any limitations on the number of shares of our stock, any vacancies in our board of directors for any reason will be filled only by a majority of our directors remaining in office, and directors standing for election at the next election of directors. The inability of our stockholders to remove directors without cause and without the affirmative vote of at least a majority of the holders of shares of our stock for removal or to fill vacancies on the board of directors may make it more difficult to change the composition of our board of directors. (Sections 5.01 of our certificate of incorporation and Sections 3.13 and 3.14 of our bylaws)

No Cumulative Voting

Our certificate of incorporation and bylaws do not provide for cumulative voting. Accordingly, the holders of a majority of the shares of our stock at the time of an election of directors may elect all of the directors standing for election.

No Stockholder Action by Written Consent

Our certificate of incorporation and our bylaws provide that our stockholders may not act by written consent which may require our stockholders to call a special meeting of our stockholders to change the composition of our board of directors. (Section 6.03 of our certificate of incorporation and Section 2.10 of our bylaws)

Ability to Call Special Meeting of Stockholders

Our certificate of incorporation and our bylaws provide that special meetings of stockholders may be called at any time by our board of directors. Our bylaws also provide that any action adopted by a majority of the members of our board of directors and that the ability of our stockholders to call a special meeting of stockholders is not limited by the inability of our stockholders to call a special meeting may require our stockholders to wait for a regularly scheduled annual meeting to change the composition of our board of directors. (Section 6.03 of our certificate of incorporation and Section 2.02 of our bylaws)

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Advance Notification of Stockholder Nominations and Proposals

Our certificate of incorporation and our bylaws provide that in order for nominations of directors or other business to be properly brought before our stockholders, subject to certain limited exceptions, the stockholders must give notice to us not less than 90 days nor more than 120 days prior to the meeting of stockholders. The notice must contain specific information regarding the nominee for director, or other business to be addressed, as well as the stockholder who is proposing the nomination. (Section 6.04 of our certificate of incorporation and Section 2.03 of our bylaws)

Amendments to Bylaws

Our certificate of incorporation and our bylaws provide that our board of directors is expressly authorized to make, alter, amend or repeal the bylaws of our stockholders. Our certificate of incorporation and our bylaws also provide that our stockholders may, at any annual or special meeting, make, alter, amend or repeal the bylaws of our stockholders by the affirmative vote of a majority of the votes cast for and against the adoption, alteration, amendment or repeal by the holders of shares of our stock present in person or by proxy at a meeting of our stockholders and entitled to vote on the adoption, alteration, amendment or repeal. (Section 11.01 of our certificate of incorporation and Section 11.01 of our bylaws)

Business Combinations under Delaware Law

We are a Delaware corporation. Section 203 of the DGCL prohibits a Delaware corporation from engaging in a business combination with an interested stockholder within three years after the date of the transaction in which the person became an interested stockholder. The term "business combination" is broadly defined to include consolidations, sales and other dispositions of assets having an aggregate market value equal to 10% or more of the consolidated assets of the corporation, and other transactions resulting in financial benefits to the interested stockholder. Under Section 203, an "interested stockholder" generally is defined as a person who, directly or indirectly, owns, controls, or holds with power to exercise control over 15% or more of the corporation's outstanding voting stock.

This prohibition is effective unless:

- the business combination or the transaction that resulted in the interested stockholder becoming an interested stockholder is approved by the board of directors prior to the time the interested stockholder becomes an interested stockholder;
- upon consummation of the transaction that resulted in the interested stockholder becoming an interested stockholder, the interested stockholder obtains the approval of the affirmative vote of a majority of the outstanding voting stock of the corporation, other than stock held by directors who are also officers or by specified employee stock plans; or
- at or after the time the stockholder becomes an interested stockholder, the business combination is approved by a majority of the board of directors, or at a special meeting, by the affirmative vote of two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

These restrictions generally prohibit or delay the accomplishment of mergers or other takeover or change-in-control attempts that are not approved by the board of directors. A corporation can elect to have Section 203 of the DGCL not apply to it by expressly providing so in its certificate of incorporation or its bylaws. (Section 9.01)

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Limitation of Personal Liability of Directors and Officers

Our certificate of incorporation provides that our directors are entitled to the benefits of all limitations on the liability of directors that are in the DGCL. The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for directors' fiduciary duties. The DGCL does not permit exculpation for liability:

- for any breach of the director's duty of loyalty to us or our stockholders,
- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,
- under section 174 of the Delaware law, which pertains, among other things, to liability for the unlawful payment of dividends, or
- for any transaction from which the director derived an improper personal benefit. (Section 7.01)

In addition, our certificate of incorporation provides that we will indemnify any person who is or was a director or officer of ours, or is or was an officer or trustee of another corporation, trust or other enterprise, with respect to actions taken or omitted by such person in any capacity in which he or she was a director, officer or trustee of the corporation, trust or other enterprise, to the full extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall inure to the benefit of such person's heirs, executors and personal and legal representatives.

In addition, our certificate of incorporation provides that a corporation may advance to a director or officer expenses incurred in defending any civil action brought by the director or officer to repay the amount advanced if it is ultimately determined that he or she is not entitled to indemnification. (Section 7.03)

The limitation of liability, indemnification and advancement of expenses provisions in our certificate of incorporation may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors. If successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay awards against directors and officers in accordance with these indemnification provisions.

Transfer Agent and Registrar

Computershare serves as the registrar and transfer agent for our common stock. The transfer agent for any series of preferred stock covered by the prospectus supplement relating to that series of preferred stock.

Stock Exchange Listing

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

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DESCRIPTION OF DEBT SECURITIES

The debt securities will be issued under an indenture between us and U.S. Bank National Association, as trustee, or any other trustee named in the prospectus supplement. We have filed a form of the indenture with the SEC as an exhibit to the registration statement of which this prospectus forms a part. The general terms and provisions of the indenture is not complete and is qualified in its entirety by reference to the indenture. Throughout the supplement, we make references to the indenture sections to help you locate the provisions being discussed. The indenture is subject to and governed by the Trust Indenture Act of 1939.

When we offer to sell a particular series of debt securities, we will describe the specific terms for the securities in a prospectus supplement. We will also indicate whether the general terms and provisions described in this prospectus apply to a particular series of debt securities. According to the prospectus supplement, reference must be made to both the prospectus supplement relating thereto and to the following summary.

As used in this section of the prospectus, references to "holders" mean those who own debt securities registered in their own names on the books of the issuer, and not those who own beneficial interests in debt securities registered in street name or in debt securities issued through intermediaries or depositories. Owners of beneficial interests in the debt securities should read the section below entitled "Legal Ownership of Debt Securities."

General

The indenture provides that we may issue unsecured senior or subordinated debt securities from time to time in one or more series, with different series constituting different classes. All debt securities will constitute unsecured and unsubordinated obligations of ours and will rank pari passu with our other unsecured and unsubordinated obligations. All debt securities will constitute our unsecured and subordinated obligations and will be junior in right of payment to our "senior indebtedness" (including senior debt securities and other senior obligations) and to our "subordinated debt" (including subordinated debt securities and other subordinated obligations) heading "Subordinated Debt." Because the debt securities (both senior and subordinated) will be our unsecured obligations, our secured debt and other obligations will be effectively senior to the debt securities to the extent of the value of the assets securing such debt or other obligations.

We conduct most of our operations through subsidiaries. Consequently, our ability to pay our obligations, including our obligation to pay principal and interest on the debt securities at maturity or upon redemption or to buy the debt securities may depend on our subsidiaries repaying investments and advances to us from their subsidiaries' earnings and their distributing those earnings to us. The debt securities will be effectively subordinated to all obligations (including obligations to pay principal and interest on the debt securities) of our subsidiaries. Our subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay advances to us or to make funds available to us to do so. Our subsidiaries' ability to pay dividends or make other payments or advances to us will depend on their capital resources and applicable laws and contractual restrictions. The indenture does not limit our subsidiaries' ability to enter into other agreements that prohibit or restrict the payment of dividends or advances to us.

The indenture does not limit the amount of debt securities that we may issue. We have the right, from time to time, to issue debt securities of different series (Section 3.01).

The prospectus supplement will describe the terms of any debt securities being offered, including:

- classification as senior or subordinated debt securities;

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- ranking of the specific series of debt securities relative to other outstanding indebtedness, including subsidiaries' debt;
- if the debt securities are subordinated, the aggregate amount of outstanding indebtedness, as of a recent date, that is senior to the subordinated debt, and any limitation on the issuance of additional senior indebtedness;
- the designation, aggregate principal amount and authorized denominations;
- the maturity date;
- the interest rate, if any, and the method for calculating the interest rate;
- the interest payment dates and the record dates for the interest payments;
- any mandatory or optional redemption terms or prepayment, conversion, sinking fund or exchangeability or convertibility provisions;
- the place where we will pay principal and interest;
- if other than denominations of \$1,000 or multiples of \$1,000, the denominations the debt securities will be issued in;
- whether the debt securities will be issued in the form of global securities or certificates;
- the inapplicability of and additional provisions, if any, relating to the defeasance of the debt securities;
- the currency or currencies, if other than the currency of the United States, in which principal and interest will be paid;
- any material United States federal income tax consequences;
- the dates on which premium, if any, will be paid;
- our right, if any, to defer payment of interest and the maximum length of this deferral period;
- any listing on a securities exchange;
- the initial public offering price; and
- other specific terms, including any additional events of default or covenants. (Section 3.01)

Subordinated Debt

Subordinated debt securities will be subordinate and junior in right of payment, to the extent and in the manner set forth in the indenture, to all obligations or indebtedness of, or guaranteed or assumed by, us for borrowed money whether or not such obligations or indebtedness are secured by collateral. The indenture defines "senior indebtedness" as all obligations or indebtedness of, or guaranteed or assumed by, us for borrowed money whether or not such obligations or indebtedness are secured by collateral.

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notes or other similar instruments, and amendments, renewals, extensions, modifications and refundings of any such indebtedness or obligation, in date hereof or the date the subordinated debt securities are issued or created, incurred, or thereafter guaranteed or assumed. "Senior indebtedness" means debt securities or any other obligations specifically designated as being subordinate in right of payment to senior indebtedness. (Section 13.01)

In general, the holders of all senior indebtedness are first entitled to receive payment of the full amount unpaid on senior indebtedness before any payment on subordinated debt securities are

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entitled to receive a payment on account of the principal or interest on the indebtedness evidenced by the subordinated debt securities in certain events, which events include:

- any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceedings which cover all or substantially all of our property;
- a default having occurred for the payment of principal, premium, if any, or interest on or other monetary amounts due and payable on any senior indebtedness or a default having occurred concerning any senior indebtedness, which permits the holder or holders of any senior indebtedness to accelerate the senior indebtedness with notice or lapse of time, or both. Such an event of default must have continued beyond the period of grace, if any, and such an event of default shall not have been cured or waived or shall not have ceased to exist; or
- the principal of, and accrued interest on, any series of the subordinated debt securities having been declared due and payable upon the occurrence of an event specified in Section 5.02 of the indenture. This declaration must not have been rescinded and annulled as provided in the indenture. (Sections 5.01 and 5.02)

Because the subordinated debt securities will be our unsecured obligations, our secured debt and other secured obligations will also be effective as to the subordinated securities to the extent of the value of the assets securing such debt or other obligations.

Events of Default

When we use the term "Event of Default" in the indenture with respect to the debt securities of any series, here are some examples of what would constitute an Event of Default:

- (1) default in paying interest on the debt securities when it becomes due and the default continues for a period of 30 days or more;
- (2) default in paying principal, or premium, if any, on the debt securities when due;
- (3) default is made in the payment of any sinking or purchase fund or analogous obligation when the same becomes due, and such default continues for a period of 30 days or more;
- (4) default in the performance, or breach, of any covenant in the indenture (other than defaults specified in clause (1), (2) or (3) above) which, if continued for a period of 90 days or more after we receive written notice from the trustee or we and the trustee receive notice from the holders of at least 51% in principal amount of the outstanding debt securities of the series;
- (5) certain events of bankruptcy, insolvency, reorganization, administration or similar proceedings with respect to AmerisourceBerg; and
- (6) any other Events of Default set forth in the prospectus supplement. (Section 5.01)

If an Event of Default (other than an Event of Default specified in clause (5)) under the indenture occurs with respect to the debt securities of any series, the holders of at least 51% in principal amount of the outstanding debt securities of that series may by written notice require us to repay immediately the principal amount of the outstanding debt securities of that series (or such lesser amount as may be provided in the terms of the securities), together with all accrued and unpaid interest. (Section 5.02) If an Event of Default under the indenture specified in clause (5) occurs and is continuing, then the entire principal amount of the outstanding debt securities of that series (or such lesser amount as may be provided in the terms of the securities) will automatically become due and payable immediately without any declaration or other action by the holders. (Section 5.02)

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After a declaration of acceleration, the holders of a majority in principal amount of outstanding debt securities of any series may rescind this existing Events of Default, except for nonpayment of the principal and interest on the debt securities of that series that has become due solely as a requirement, have been cured or waived and if the rescission of acceleration would not conflict with any judgment or decree. (Section 5.02) The amount of the outstanding debt securities of any series also have the right to waive past defaults, except a default in paying principal or interest on respect of a covenant or a provision that cannot be modified or amended without the consent of all holders of the debt securities of that series. (Section 5.03)

Holders of at least 51% in principal amount of the outstanding debt securities of a series may seek to institute a proceeding only after they have received notice of an Event of Default in writing and made a written request, and offered reasonable indemnity, to the trustee to institute a proceeding and the trustee has received this notice. In addition, within this 60-day period the trustee must not have received directions inconsistent with this written request by holders of the outstanding debt securities of that series. (Section 5.07) These limitations do not apply, however, to a suit instituted by a holder of a debt security for payment of principal, interest or any premium on or after the due dates for such payment. (Section 5.08)

During the existence of an Event of Default, the trustee is required to exercise the rights and powers vested in it under the indenture and use its best efforts to exercise as a prudent man would under the circumstances in the conduct of that person's own affairs. (Section 6.01) If an Event of Default has occurred, the trustee is under any obligation to exercise any of its rights or powers at the request or direction of any of the holders unless the holders have offered to the trustee to exercise its rights or powers. (Section 5.07) Subject to certain provisions, the holders of a majority in principal amount of the outstanding debt securities of any series have the right to take the place of conducting any proceeding for any remedy available to the trustee, or exercising any trust, or power conferred on the trustee. (Section 5.10)

The trustee will, within 90 days after any default occurs, give notice of the default to the holders of the debt securities of that series, unless the trustee determines that giving notice is not in the interest of the holders. Unless there is a default in paying principal, interest or any premium when due, the trustee can withhold giving notice to the holders if it determines that giving notice is in the interest of the holders. (Section 6.02)

Modification and Waiver

The indenture may be amended or modified without the consent of any holder of debt securities in order to:

- evidence a succession of the trustee;
- cure ambiguities, defects or inconsistencies;
- provide for the assumption of our obligations in the case of a merger or consolidation or transfer of all or substantially all of our assets;
- make any change that would provide any additional rights or benefits to the holders of the debt securities of a series;
- add guarantors with respect to the debt securities of any series;
- secure the debt securities of a series;
- establish the form or forms of debt securities of any series;

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- maintain the qualification of the indenture under the Trust Indenture Act; or
- make any change that does not adversely affect in any material respect the interests of any holder. (Section 9.01)

Other amendments and modifications of the indenture or the debt securities issued may be made with the consent of the holders of not less than a majority of the amount of the outstanding debt securities of each series affected by the amendment or modification. However, no modification or amendment may, in any event, affect each outstanding debt security affected:

- reduce the principal amount, or extend the fixed maturity, of the debt securities;
- alter or waive the redemption provisions of the debt securities;
- change the currency in which principal, any premium or interest is paid;
- reduce the percentage in principal amount outstanding of debt securities of any series which must consent to an amendment, supplement or modification of the indenture or the debt securities;
- impair the right to institute suit for the enforcement of any payment on the debt securities;
- waive a payment default with respect to the debt securities or any guarantor;
- reduce the interest rate or extend the time for payment of interest on the debt securities;
- adversely affect the ranking of the debt securities of any series; or
- release any guarantor from any of its obligations under its guarantee or the indenture, except in compliance with the terms of the indenture.

Consolidation, Merger or Sale of Assets

The indenture provides that we may consolidate or merge with or into, or convey or transfer all or substantially all of our assets to, any entity (including a corporation, partnership, limited partnership or a limited liability company); provided that:

- we will be the surviving corporation or, if not, that the successor will be a corporation that is organized and validly existing under the laws of the United States of America or the District of Columbia and will expressly assume by a supplemental indenture our obligations under the indenture and the debt securities;
- immediately after giving effect to such transaction, no Event of Default, and no default or other event which, after notice or lapse of time, would constitute an Event of Default, will have happened and be continuing; and
- we will have delivered to the trustee an opinion of counsel, stating that such consolidation, merger, conveyance or transfer complies with the requirements of the indenture.

In the event of any such consolidation, merger, conveyance, transfer or lease, any such successor will succeed to and be substituted for us as obligor under the indenture and the debt securities.

effect as if it had been named in the indenture as obligor. (Section 8.02)

No Restrictive Covenants; No Protection in the Event of a Change of Control

Unless otherwise indicated in a prospectus supplement applicable to a particular series of debt securities, the indenture will not contain any covenants restricting either us or our subsidiaries from:

- entering into one or more additional indentures providing for the issuance of debt securities;

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- from incurring, assuming, or becoming liable with respect to any indebtedness or other obligation, whether secured or unsecured;
- from entering into sale and leaseback transactions;
- from paying dividends or making other distributions on our respective capital stock; or
- from purchasing or redeeming our respective capital stock.

Also, unless otherwise indicated in a prospectus supplement applicable to a particular series of debt securities, the indenture will not contain any provision that would require us to repurchase, redeem, or otherwise acquire the debt securities upon a change in control or other event involving us that may adversely affect our creditworthiness or the value of the debt securities.

Satisfaction, Discharge and Covenant Defeasance

We may terminate our obligations under the indenture, when:

- either:
 - all debt securities of any series issued that have been authenticated and delivered have been delivered to the trustee for cancellation;
 - all the debt securities of any series issued that have not been delivered to the trustee for cancellation have become due and payable within one year, or are to be called for redemption within one year and we have made arrangements satisfactory to the trustee for redemption by such trustee in our name and at our expense, and in each case, we have irrevocably deposited or caused to be deposited funds to pay and discharge the entire indebtedness on the series of debt securities to pay principal, interest and any premium payable on such securities;
- we have paid or caused to be paid all other sums then due and payable under the indenture; and
- we have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent under the indenture and discharge of the indenture have been complied with. (Section 4.01)

We may elect to have our obligations under the indenture discharged with respect to the outstanding debt securities of any series ("legal defeasance") if we will be deemed to have paid and discharged the entire indebtedness represented by the outstanding debt securities of such series under the indenture.

- the rights of holders of the debt securities to receive principal, interest and any premium when due;
- our obligations with respect to the debt securities concerning issuing temporary debt securities, registration of transfer of debt securities, stolen debt securities and the maintenance of an office or agency for payment for security payments held in trust;
- the rights, powers, trusts, duties and immunities of the trustee; and
- the defeasance provisions of the indenture. (Section 4.01)

<http://www.sec.gov/Archives/edgar/data/1140>

In addition, we may elect to have our obligations released with respect to certain covenants in the indenture ("covenant defeasance"). Any o will not constitute a default or an Event of Default with respect to the debt securities of any series. In the event covenant

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defeasance occurs, certain events, not including non-payment, bankruptcy and insolvency events, described under "Events of Default" above will for that series. (Section 4.03)

In order to exercise either legal defeasance or covenant defeasance with respect to outstanding debt securities of any series:

- we must irrevocably have deposited or caused to be deposited with the trustee as trust funds for the purpose of making the following security for, and dedicated solely to the benefits of the holders of the debt securities of a series:
 - money in an amount;
 - U.S. government obligations (or equivalent government obligations in the case of debt securities denominated in other than U.S. dollars) that will provide, not later than one day before the due date of any payment, money in an amount; or
 - a combination of money and U.S. government obligations (or equivalent government obligations, as applicable),

in each case sufficient, in the written opinion (with respect to U.S. or equivalent government obligations or a combination of money and U.S. or equivalent government obligations, as applicable) of a nationally recognized firm of independent registered public accountants to pay and discharge, and which shall be applied by the trustee to the principal (including mandatory sinking fund payments), interest and any premium at due date or maturity;

- in the case of legal defeasance, we have delivered to the trustee an opinion of counsel stating that, under then applicable federal income tax laws, the debt securities of that series will not recognize income, gain or loss for federal income tax purposes as a result of the deposit, defeasance and discharge; and the holders of the debt securities of that series will be subject to the same federal income tax as would be the case if the deposit, defeasance and discharge did not occur;
- in the case of covenant defeasance, we have delivered to the trustee an opinion of counsel to the effect that the holders of the debt securities of that series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the deposit and covenant defeasance to be effective; and the holders of the debt securities of that series will be subject to the same federal income tax as would be the case if the deposit and covenant defeasance did not occur;
- no Event of Default or default with respect to the outstanding debt securities of that series has occurred and is continuing at the time of the deposit or, in the case of legal defeasance, no default relating to bankruptcy or insolvency has occurred and is continuing at any time after the date of such deposit, it being understood that this condition is not deemed satisfied until after the 91st day;
- the legal defeasance or covenant defeasance will not cause the trustee to have a conflicting interest within the meaning of the Trust Indenture Act of 1939, if the debt securities of a series were in default within the meaning of such Act;
- the legal defeasance or covenant defeasance will not result in a breach or violation of, or constitute a default under, any other agreement between the issuer and any party;
- the legal defeasance or covenant defeasance will not result in the trust arising from such deposit constituting an investment company within the meaning of the Investment Company Act of 1940, as amended, unless the trust is registered under such act or exempt from registration; and

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- we have delivered to the trustee an officers' certificate and an opinion of counsel stating that all conditions precedent with respect to defeasance have been complied with. (Sections 4.01 and 4.02)

Governing Law

Unless otherwise stated in the prospectus supplement, the debt securities and the indentures will be governed by New York law. (Section 1.1)

No Personal Liability of Directors, Officers, Stockholders or Employees

The indenture provides that there will be no recourse against any of our incorporators, stockholders, directors, officers or employees, past, present or future, for principal of, premium, if any, or the interest, if any, on any securities of any series authenticated and delivered from time to time under the indenture, or upon any obligation, covenant or agreement of the indenture. The indenture also provides that all such securities are solely corporate obligations and no liability attaches or will attach to any such incorporator, stockholder, director, officer or employee because of the incurring of the indebtedness and the execution of the indenture and the issuance of such debt securities, waives and releases any such person from any such liability.

Concerning our Relationship with the Trustee

U.S. Bank is a participating lender in connection with our senior unsecured revolving credit facility, which we generally refer to as our "multi-bank revolving credit facility." In addition, U.S. Bank provides certain cash management services to us and our subsidiaries.

Transfer and Exchange

The debt securities may be presented for exchange, and debt securities other than a global security may be presented for registration of transfer or agency of the trustee. Holders will not have to pay any service charge for any registration of transfer or exchange of debt securities, but we may cover any tax or other governmental charge payable in connection with such registration of transfer or exchange of debt securities. (Section 3.05)

Legal Ownership of Debt Securities

Unless the prospectus supplement specifies otherwise, we will issue debt securities initially in the form of a global security. However, we may issue debt securities in registered form. We refer to those who have debt securities registered in their own names on the books that we or our agent maintain for this purpose as "legal holders" of the debt securities. These persons are the legal holders of the debt securities. We refer to those who, indirectly through others, own beneficial interests in the debt securities in their own names as "indirect holders" of those debt securities. As we discuss below, indirect holders are not legal holders, and investors in debt securities in street name will be indirect holders.

Book-Entry Holders

If we issue debt securities in global—i.e., book-entry—form, the debt securities will be represented by one or more global securities registered in the name of a global entity that holds them as depositary on behalf of other financial institutions that participate in the depositary's book-entry system.

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system. These participating institutions, in turn, hold beneficial interests in the debt securities on behalf of themselves or their customers.

For registered debt securities, only the person in whose name a debt security is registered is recognized under the indenture as the holder of the securities issued in global form will be issued in the form of a global security registered in the name of the depositary or its nominees. Consequently, in global form, we will recognize only the depositary as the holder of the debt securities and we will make all payments on the debt securities to the depositary. The depositary will then make the payments it receives to its participants, which in turn pass the payments along to their customers who are the beneficial owners. The depositary and its participants, under the agreements they have made with one another or with their customers; they are not obligated to do so under the terms of the debt securities.

As a result, investors in a book-entry security will not own debt securities directly. Instead, they will own beneficial interests in a global security issued by a financial institution that participates in the depositary's book-entry system or holds an interest through a participant. As long as the debt securities are issued in global form, they will be indirect holders, and not holders, of the debt securities.

In the future, we may terminate a global security under the circumstances specified below under the heading "What Is a Global Security?—Security Will Be Terminated" or issue debt securities initially in non-global form. In these cases, investors may choose to hold their debt securities in street name. Debt securities held by an investor in street name would be registered in the name of a bank, broker or other financial institution that the investor uses to hold only a beneficial interest in those debt securities through an account he or she maintains at that institution.

For debt securities held in street name, we will recognize only the intermediary banks, brokers and other financial institutions in whose name the securities are registered as the holders of those debt securities and we will make all payments on those debt securities to them. These institutions pass along the payments to the beneficial owners, but only because they agree to do so in their customer agreements or because they are legally required to do so. Investors who hold debt securities in street name will be indirect holders, not holders, of those debt securities.

Legal Holders

Our obligations, as well as the obligations of the trustee and those of any third parties employed by us or the trustee, run only to the legal holders of the securities. We do not have obligations to investors who hold beneficial interests in global securities, in street name or by any other indirect means. This will be the case whether the investor is an indirect holder of a debt security or has no choice because we are issuing the debt securities only in global form.

For example, once we make a payment or give a notice to the holder, we have no further responsibility for the payment or notice even if that holder is a participant in the global securities system or by law, to pass it along to the indirect holders but does not do so. Similarly, if we want to obtain the consent of the holders—e.g., to amend the applicable indenture or to relieve us of the consequences of a default or of our obligation to comply with a particular provision of the indenture—we would seek approval only from the holders, and not the indirect holders, of the debt securities. Whether and how the holders contact the indirect holders will be determined by the terms of the indenture.

When we refer below to "you," we mean those who invest in the debt securities being offered by this prospectus, whether they are the holders of the securities. When we

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refer to "your debt securities," we mean the debt securities in which you hold a direct or indirect interest.

Special Considerations for Indirect Holders

If you hold debt securities through a bank, broker or other financial institution, either in book-entry form or in street name, you should check

- how it handles securities payments and notices;
- whether it imposes fees or charges;
- how it would handle a request for the holders' consent, if ever required;
- whether and how you can instruct it to send you debt securities registered in your own name so you can be a holder, if that is permitted;
- how it would exercise rights under the debt securities if there were a default or other event triggering the need for holders to act to protect their interests;
- if the debt securities are in book-entry form, how the depositary's rules and procedures will affect these matters.

What Is a Global Security?

A global security is a security that represents one or more debt securities and is held by a depositary. Generally, all debt securities represented by a global security will have the same terms.

Each debt security issued in book-entry form will be represented by a global security that we deposit with and register in the name of a financial institution or its nominees. The financial institution that we select for this purpose is called the depositary.

A global security may not be transferred to or registered in the name of anyone other than the depositary, its nominee or a successor depositary. If a global security is terminated, the depositary, its nominee or a successor depositary will be the sole registered owner and holder of all debt securities represented by a global security, and investors will be permitted to receive payments on the debt securities. Beneficial interests must be held by means of an account with a broker, bank or other financial institution that in turn has an account with the depositary. Thus, an investor whose security is represented by a global security will not be a holder of the debt security, but only an indirect holder of the global security.

If the prospectus supplement for a particular debt security indicates that the debt security will be issued in global form only, then the debt security will be issued in global form only at all times unless and until the global security is terminated. We describe the situations in which this can occur below under the heading "Special Situations When a Global Security Will Be Terminated." If termination occurs, we may issue the debt securities through another book-entry clearing system or decide that the debt securities will be issued through any book-entry clearing system.

Special Considerations for Global Securities

As an indirect holder, an investor's rights relating to a global security will be governed by the account rules of the investor's financial institution. We do not recognize this type of investor as a holder of debt securities and instead deal only with the investor's financial institution regarding the global security.

<http://www.sec.gov/Archives/edgar/data/1140>

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If debt securities are issued only in the form of a global security, an investor should be aware of the following:

- An investor cannot cause the debt securities to be registered in his or her name, and cannot obtain non-global certificates for his or her securities, except in the special situations we describe below;
- An investor will be an indirect holder and must look to his or her own bank or broker for payments on the debt securities and protection against loss of the debt securities, as we describe under the heading "Legal Ownership of Debt Securities" above;
- An investor may not be able to sell interests in the debt securities to some insurance companies and to other institutions that are required to use a non-book-entry form;
- An investor may not be able to pledge his or her interest in a global security in circumstances where certificates representing the debt securities are issued to a lender or other beneficiary of the pledge in order for the pledge to be effective;
- The depositary's policies, which may change from time to time, will govern payments, transfers, exchanges and other matters relating to the global security. We and the trustee have no responsibility for any aspect of the depositary's actions or for its records of ownership interests. The trustee also do not supervise the depositary in any way;
- The depositary may require that those who purchase and sell interests in a global security within its book-entry system use immediate payment and delivery. Our bank may require you to do so as well; and
- Financial institutions that participate in the depositary's book-entry system, and through which an investor holds its interest in a global security, may have policies affecting payments, notices and other matters relating to the debt securities. There may be more than one financial intermediary between us and the investor. We do not monitor and are not responsible for the actions of any of those intermediaries.

Special Situations When a Global Security Will Be Terminated

In a few special situations described below, the global security will terminate and interests in it will be exchanged for physical certificates representing the securities. On exchange, the choice of whether to hold securities directly or in street name will be up to the investor. Investors must consult their own bank or broker for information about interests in securities transferred to their own name, so that they will be direct holders. We have described the rights of holders and street name in the "Legal Ownership of Debt Securities."

The global security will terminate when the following special situations occur:

- if the depositary notifies us that it is unwilling, unable or no longer permitted under applicable law to continue as depositary for the global security, or if we notify another institution to act as depositary within 90 days; or
- if we notify the trustee that we wish to terminate that global security.

The prospectus supplement may also list additional situations for terminating a global security that would apply only to the particular series of securities described in the prospectus supplement. When a global security terminates, the depositary—and not we or the trustee—is responsible for deciding the names of the institutions to which the securities will be transferred.

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DESCRIPTION OF DEPOSITARY SHARES

The following summary of certain provisions of the depositary shares is not complete and is subject to, and qualified in its entirety by reference to, the depositary agreement and related depositary receipts that will be filed with the SEC in connection with the offering of such depositary shares. You should read the depositary agreement and related depositary receipt and applicable prospectus supplement for more specific information about the depositary shares. If the depositary agreements and related depositary receipts described in the applicable prospectus supplement differ from any of the terms described herein, the terms described herein will be deemed superseded by that prospectus supplement.

General

We may offer fractional shares of preferred stock, rather than full shares of preferred stock. If we decide to offer fractional shares of our preferred stock, we will offer depositary shares. Each depositary share will represent a fraction of a share of a particular series of our preferred stock, and the applicable prospectus supplement will specify the fraction. The shares of preferred stock represented by depositary shares will be deposited under a deposit agreement between us and a depositary. The depositary must meet certain requirements and is selected by us. The depositary will be specified in the applicable prospectus supplement. Each owner of a depositary share will have the same rights and preferences of the preferred stock represented by the depositary share. The depositary shares will be evidenced by depositary receipts. The depositary receipts will be distributed to those persons purchasing the fractional shares of our preferred stock in accordance with the deposit agreement. Depositary receipts will be distributed to those persons purchasing the fractional shares of our preferred stock in accordance with the deposit agreement.

Dividends and Other Distributions

The depositary will distribute all cash dividends or other cash distributions received by it in respect of the preferred stock to the record holders of such preferred shares in proportion to the numbers of depositary shares held on the relevant record date.

In the event of a distribution other than in cash, the depositary will distribute securities or property received by it to the record holders of depositary shares in proportion to the numbers of depositary shares held on the relevant record date, unless the depositary determines that it is not feasible to make such distribution. In such event, the depositary may make such distribution by such method as it deems equitable and practicable. One such possible method is for the depositary to sell the securities or property and distribute the proceeds from the sale as provided in the case of a cash distribution.

Redemption of Depositary Shares

Whenever we redeem the preferred stock, the depositary will redeem a number of depositary shares representing the same number of shares of preferred stock as the number of shares of preferred stock to be redeemed. If fewer than all of the depositary shares are to be redeemed, the depositary shares to be redeemed will be selected by lot, pro rata or by any other method we may determine.

Voting of Underlying Shares

Upon receipt of notice of any meeting at which the holders of our preferred stock of any series are entitled to vote, the depositary will mail to the record holders of the depositary shares relating to that series of preferred stock. Each record holder of the depositary shares will be entitled to instruct the depositary as to the exercise of the voting rights represented by the number of shares of preferred stock underlying the depositary shares.

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holder's depositary shares. The depositary will endeavor, to the extent it is practical to do so, to vote the number of whole shares of preferred stock in accordance with such instructions. We will agree to take all action that the depositary may deem reasonably necessary in order to enable the depositary to vote in accordance with such instructions. If the depositary does not receive specific instructions from the holders of depositary shares relating to such preferred shares, it will abstain from voting.

Withdrawal of Shares

Upon surrender of depositary receipts representing any number of whole shares at the depositary's office, unless the related depositary shares are being redeemed, the holder of the depositary shares evidenced by the depositary receipts will be entitled to delivery of the number of whole shares of preferred stock and all money and other property, if any, underlying such depositary shares. However, once such an exchange is made, the preferred stock cannot thereafter be used to evidence depositary shares. Holders of depositary shares will be entitled to receive whole shares of the related series of preferred stock on the basis set forth in the depositary agreement. If the depositary receipts delivered by the holder evidence a number of depositary shares representing more than the number of whole shares of the related series to be withdrawn, the depositary will deliver to the holder at the same time a new depositary receipt evidencing the excess number of depositary shares.

Amendment and Termination of Depositary Agreement

The form of depositary receipt evidencing the depositary shares and any provision of the applicable depositary agreement may at any time be amended or terminated by the depositary. We may, with the consent of the depositary, amend the depositary agreement from time to time in any manner that we desire. However, any amendment that materially and adversely alters the rights of the existing holders of depositary shares, the amendment would need to be approved by the holders of at least a majority of the outstanding depositary shares.

The depositary agreement may be terminated by us or the depositary if:

- all outstanding depositary shares have been redeemed; or
- there has been a final distribution in respect of the shares of preferred stock of the applicable series in connection with our liquidation and a final distribution has been made to the holders of depositary receipts.

Resignation and Removal of Depositary

The depositary may resign at any time by delivering to us notice of its election to do so. We may remove a depositary at any time. Any resignation or removal requires the appointment of a successor depositary and its acceptance of appointment.

Charges of Depositary

We will pay all transfer and other taxes and governmental charges arising solely from the existence of any depositary arrangements. We will also pay, in connection with the initial deposit of the preferred shares of any series, the initial issuance of the depositary shares, any redemption of such preferred shares by holders of depositary shares. Holders of depositary shares will be required to pay any other transfer taxes.

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Notices

Each depositary will forward to the holders of the applicable depositary shares all notices, reports and communications from us which are c we are required to furnish the holders of the preferred stock represented by such depositary shares.

Miscellaneous

The depositary agreement contains provisions that limit our liability and the liability of the depositary to the holders of depositary shares. B entitled to an indemnity from the holders of the depositary shares prior to bringing, or defending against, any legal proceeding. We or any deposita counsel or accountants, or information provided by persons presenting preferred shares for deposit, holders of depositary shares or other persons documents believed by us or them to be genuine.

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DESCRIPTION OF WARRANTS

The following summary of certain provisions of the warrants is not complete and is subject to, and qualified in its entirety by reference to, the agreement that will be filed with the SEC in connection with the offering of such warrants. You should refer to the provisions of the applicable warrant agreement and applicable prospectus supplement for more specific information about the warrants we offer. If any particular terms of the warrant or warrant agreement or prospectus supplement differ from any of the terms described herein, then the terms described herein will be deemed superseded by that prospectus supplement.

General

We may issue warrants for the purchase of our common stock, preferred stock, debt securities, depositary shares, units or securities of third parties to receive payment in cash or securities based on the value, rate or price of one or more specified securities or indices, or any combination of the foregoing, to be issued under a separate warrant agreement that we will enter into with a bank or trust company, as warrant agent, as detailed in the applicable prospectus supplement. The warrant agent will act solely as our agent in connection with the warrants and will not assume any obligation, or agency or trust relationship, with you.

The prospectus supplement relating to a particular issue of warrants will describe the terms of those warrants, including, when applicable:

- the offering price;
- the currency or currencies, including composite currencies, in which the price of the warrants may be payable;
- the number of warrants offered;
- the securities underlying the warrants, including the securities of third parties or other rights, if any, to receive payment in cash or securities based on the value, rate or price of one or more specified securities or indices, or any combination of the foregoing, purchasable upon exercise of the warrants;
- the exercise price and the amount of securities you will receive upon exercise;
- the procedure for exercise of the warrants and the circumstances, if any, that will cause the warrants to be automatically exercised;
- the rights, if any, we have to redeem the warrants;
- the date on which the right to exercise the warrants will commence and the date on which the warrants will expire;
- the designation and terms of the securities with which the warrants are issued and the number of warrants issued with each such security;
- U.S. federal income tax consequences;
- the name of the warrant agent; and
- other material terms of the warrants.

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Warrants may be exercised in the manner specified in applicable prospectus supplement. Before the exercise of warrants, holders will not have securities purchasable upon exercise and will not be entitled to payments made to holders of those securities. After your warrants expire they will

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DESCRIPTION OF PURCHASE CONTRACTS

The following summary of certain provisions of the purchase contracts is not complete and is subject to, and qualified in its entirety by reference to, the purchase contract that will be filed with the SEC in connection with the offering of such purchase contracts. You should refer to the provision of the applicable prospectus supplement for more specific information about the purchase contracts we offer. If any particular terms of the purchase contracts or the applicable prospectus supplement differ from any of the terms described herein, then the terms described herein will be deemed superseded by the terms of the applicable prospectus supplement.

We may issue purchase contracts for the purchase or sale of debt or equity securities issued by us or securities of third parties, or a combination thereof, as specified in the applicable prospectus supplement. Each purchase contract will entitle the holder thereof to purchase or sell, and obligate us to sell or purchase, at the specified purchase price, which may be a formula, all as set forth in the applicable prospectus supplement. We may, however, satisfy our obligation under a purchase contract by delivering the cash value of such purchase contract or the cash value of the property otherwise deliverable thereunder. The applicable prospectus supplement will specify the methods by which the holders may purchase or sell such securities, and any acceleration, cancellation or termination provisions or other provisions of a purchase contract.

The purchase contracts may require us to make periodic payments to the holders thereof, or vice versa, which payments may be deferred to the extent specified in the applicable prospectus supplement, and those payments may be unsecured or pre-funded on some basis. The purchase contracts may also require the holders to make payments to us in a specified manner to be described in the applicable prospectus supplement. Alternatively, purchase contracts may require holders to satisfy their obligations under the purchase contracts as they are issued. Our obligation to settle such pre-paid purchase contracts will be issued under the indenture.

Material U.S. federal income tax considerations applicable to the purchase contracts will also be discussed in the applicable prospectus supplement.

DESCRIPTION OF UNITS

The following summary of certain provisions of the units is not complete and is subject to, and qualified in its entirety by reference to, the unit agreement that will be filed with the SEC in connection with the offering of such units. You should refer to the provisions of the applicable unit agreement and the applicable prospectus supplement for more specific information about the units we offer. If any particular terms of the unit described in the applicable prospectus supplement differ from any of the terms described herein, then the terms described herein will be deemed superseded by that prospectus supplement.

As specified in the applicable prospectus supplement, we may issue units consisting of one or more purchase contracts, warrants, depository shares, preferred stock, shares of common stock or any combination of such securities. The applicable prospectus supplement will describe:

- the terms of the units and of the purchase contracts, warrants, depository shares, debt securities, preferred stock and common stock and under what circumstances the securities comprising the units may be traded separately;
- a description of the terms of the unit agreement governing the units; and
- a description of the provisions for payment, settlement, transfer or exchange of the units.

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PLAN OF DISTRIBUTION

We may offer and sell the securities under this prospectus from time to time in one or more of the following ways:

- through agents;
- to dealers;
- to underwriters;
- directly to other purchasers; or
- through a combination of any of these methods of sale.

The distribution of the securities may be made from time to time in one or more transactions, either:

- at a fixed price or prices, which may be changed;
- at market prices prevailing at the time of sale;
- at prices related to prevailing market prices;
- at prices determined by an auction process; or
- at negotiated prices.

Through Agents

We and the agents designated by us may solicit offers to purchase securities. Agents that participate in the distribution of securities may be deemed to be acting on a "best efforts" basis for the period of its appointment under the Securities Act of 1933, as amended (which we refer to as the "Securities Act"). Any agent will be acting on a "best efforts" basis for the period of its appointment under the Securities Act. The prospectus supplement.

To Dealers

The securities may be sold to a dealer as principal. The dealer may then resell the securities to the public at varying prices determined by it. The dealer will not be deemed to be an underwriter under the Securities Act.

To Underwriters

We may sell securities to one or more underwriters under an underwriting agreement that we enter into with them at the time of sale. The prospectus supplement, which will be used by the underwriters to resell the securities.

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In addition, we may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in p applicable prospectus supplement indicates, in connection with such a transaction, the third parties may sell securities covered by this prospectus supplement, including in short sale transactions. If so, the third party may use securities pledged by us or borrowed from us or others to settle such borrowings of stock, and may use securities received from us in settlement of a derivative transaction to close out any related open borrowings or pledge securities to a financial institution or other third party that in turn may sell the loaned securities or, in an event of default in the case of a pl either case using this prospectus and the applicable prospectus supplement.

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Direct Sales

We may sell securities directly to you, without the involvement of underwriters or agents.

General Information

Any underwriters or agents will be identified and their compensation described in the prospectus supplement applicable to such offering.

We may have agreements with the underwriters, dealers and agents to indemnify them against certain civil liabilities, including liabilities under the Securities Act, to payments they may be required to make.

Underwriters, dealers and agents (or one or more of their respective affiliates) may engage in transactions with, or perform services for, us in the course of their businesses.

VALIDITY OF SECURITIES

Unless otherwise indicated in the applicable prospectus supplement, the validity of the securities offered by this prospectus will be passed upon by counsel to Bockius LLP, Philadelphia, Pennsylvania, and for any underwriters or agents by counsel named in the applicable prospectus supplement.

EXPERTS

The consolidated financial statements of AmerisourceBergen Corporation appearing in our Annual Report on Form 10-K for the year ended September 30, 2012 (the "Annual Report"), and the effectiveness of our internal control over financial reporting as of September 30, 2012, have been audited by a registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements to be included in subsequently filed documents will be, incorporated herein in reliance upon the reports of Ernst & Young LLP, and the effectiveness of our internal control over financial reporting as of the respective dates (to the extent covered by consents filed with the SEC) is given on the authority of such firm as experts in accounting and auditing.



AmerisourceBergen Corporation

\$600,000,000 1.150% Senior Notes due 2017

\$500,000,000 3.400% Senior Notes due 2024

Joint Book-Running Managers

BofA Merrill Lynch

J.P. Morgan

Senior Co-Managers

Mizuho Securities

Scotiabank

US Bancorp

Co-Managers

BNY Mellon Capital Markets, LLC

Citigroup

Deutsche Bank Securities

KeyBanc Capital Markets

PNC Capital Markets LLC

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