
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **February 7, 2019**

TABULA RASA HEALTHCARE, INC.

(Exact Name of Registrant Specified in Charter)

Delaware
(State or Other
Jurisdiction of
Incorporation)

001-37888
(Commission File
Number)

46-5726437
(I.R.S. Employer
Identification No.)

228 Strawbridge Drive, Suite 100
Moorestown, New Jersey
(Address of Principal Executive Offices)

08057
(Zip Code)

Registrant's telephone number, including area code: **(866) 648-2767**

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

Item 8.01 Other Events.

Loan Agreement Amendment

As previously disclosed, Tabula Rasa HealthCare, Inc., a Delaware corporation (“TRHC”), CareKinesis, Inc., a Delaware corporation (“CareKinesis”), Careventions, Inc., a Delaware corporation (“Careventions”), Capstone Performance Systems, LLC, a Delaware limited liability company (“Capstone”), J.A. Robertson, Inc., a California corporation (“Robertson”), Medliance LLC, an Arizona limited liability company (“Medliance”), CK Solutions, LLC, a Delaware limited liability company (“CK Solutions”), TRSHC Holdings, LLC, a Delaware limited liability company (“TRSHC”), SinfoniaRx, Inc., an Arizona corporation (“SinfoniaRx”), TRHC MEC Holdings, LLC, a Delaware limited liability company (“TRHC MEC”), Mediture LLC, a Minnesota limited liability company (“Mediture”), eClusive L.L.C., a Minnesota limited liability company (“eClusive”), TRHC DM Holdings, LLC, a Delaware limited liability company (“TRHC DM”) and Cognify, LLC, a Delaware limited liability company (“Cognify” and, together with TRHC, CareKinesis, Careventions, Capstone, Robertson, Medliance, CK Solutions, TRSHC, SinfoniaRx, TRHC MEC, Mediture eClusive and TRHC DM, the “Borrowers”) entered into a Loan and Security Modification Agreement (the “Amendment”) with the several banks and other financial institutions or entities party thereto (the “Lenders”) and Western Alliance Bank, an Arizona corporation, as a Lender and as administrative agent and collateral agent for the Lenders (the “Agent”) on February 7, 2019. The Amendment amends that certain Amended and Restated Loan and Security Agreement, dated September 6, 2017, by and among the Borrowers, the Lenders and the Agent, in connection with TRHC’s previously announced offering of convertible senior subordinated notes due 2026 in a private placement to qualified institutional buyers (the “Convertible Note Offering”) pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Convertible Note Offering

On February 8, 2019, TRHC issued a press release announcing the pricing of the Convertible Note Offering. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Loan and Security Modification Agreement, entered into as of October 19, 2018, by and among CareKinesis, Inc., Tabula Rasa HealthCare, Inc., Careventions, Inc., Capstone Performance Systems, LLC, J.A. Robertson, Inc., Medliance LLC, CK Solutions, LLC, TRSHC Holdings, LLC, SinfoniaRx, Inc., TRHC MEC Holdings, LLC, Mediture, LLC and eClusive L.L.C., the several banks and other financial institutions or entities party thereto, and Western Alliance Bank, as a Lender and as administrative agent and collateral agent for the Lenders.</u>

- 10.2 [Loan and Security Modification Agreement, entered into as of February 7, 2019, by and among CareKinesis, Inc., Tabula Rasa HealthCare, Inc., Careventions, Inc., Capstone Performance Systems, LLC, J.A. Robertson, Inc., Medliance LLC, CK Solutions, LLC, TRSHC Holdings, LLC, SinfoniaRx, Inc., TRHC MEC Holdings, LLC, Mediture, LLC, eClusive L.L.C., Cognify, LLC and TRHC DM Holdings, LLC, the several banks and other financial institutions or entities party thereto, and Western Alliance Bank, as a Lender and as administrative agent and collateral agent for the Lenders.](#)
- 99.1 [Press Release of Tabula Rasa HealthCare, Inc. issued February 8, 2019.](#)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TABULA RASA HEALTHCARE, INC.

By: /s/ Dr. Calvin H. Knowlton
Dr. Calvin H. Knowlton
Chief Executive Officer

Dated: February 8, 2019

LOAN AND SECURITY MODIFICATION AGREEMENT

This Loan and Security Modification Agreement (this “Amendment”), is entered into as of October 19, 2018, by and among (i) CAREKINESIS, INC., a Delaware corporation (“CareKinesis”), TABULA RASA HEALTHCARE, INC., a Delaware corporation (“Parent”), CAREVENTIONS, INC., a Delaware corporation (“Careventions”), CAPSTONE PERFORMANCE SYSTEMS, LLC, a Delaware limited liability company (“Capstone”), J. A. ROBERTSON, INC., a California corporation (“Robertson”), MEDLIANCE LLC, an Arizona limited liability company (“Medliance”), CK SOLUTIONS, LLC, a Delaware limited liability company (“CK Solutions”), TRSHC HOLDINGS, LLC, a Delaware limited liability company (“TRSHC”), SINFONIARX, INC., an Arizona corporation (“SinfoniaRX”); TRHC MEC HOLDINGS, LLC, a Delaware limited liability company (“TRHC”), MEDITURE LLC, a Minnesota limited liability company (“Mediture”), and ECLUSIVE L.L.C., a Minnesota limited liability company (“eClusive”; Parent, CareKinesis, Careventions, Capstone, Robertson, Medliance, CK Solutions, TRSHC, SinfoniaRX, TRHC, Mediture, and eClusive are each referred to herein as a “Borrower”, and collectively, as the “Borrowers”), (ii) the several banks and other financial institutions or entities party hereto (each a “Lender” and, collectively, the “Lenders”), and (iii) WESTERN ALLIANCE BANK, an Arizona corporation (“Bank”), as a Lender and as administrative agent and collateral agent for the Lenders (in such capacities, the “Administrative Agent”).

1. DESCRIPTION OF EXISTING INDEBTEDNESS: Among other indebtedness which may be owing by the Borrowers to Bank, the Borrowers are indebted to Bank pursuant to, among other documents, an Amended and Restated Loan and Security Agreement, dated September 6, 2017 by and among the Borrowers, the Lenders and the Administrative Agent, as may be amended from time to time (the “Loan and Security Agreement”). Capitalized terms used without definition herein shall have the meanings assigned to them in the Loan and Security Agreement.

The Loan and Security Agreement and any and all other documents executed by the Borrowers in favor of the Lenders and/or the Administrative Agent shall be hereinafter referred to as the “Existing Documents.”

2. DESCRIPTION OF CHANGE IN TERMS.

A. Modification(s) to Loan and Security Agreement:

1) The following defined terms in Section 1.1 of the Loan and Security Agreement are hereby amended and restated in their entirety as follows:

“EBITDA” means, for any period, the sum of (a) net income (or net loss) attributable to the Borrowers, but excluding net income (or net loss) attributable to non-controlling interests (calculated before extraordinary items) during such period, plus (b) the result of the following, in each case (unless otherwise indicated) to the extent included in determining such net income (or net loss): (i) interest expense (including that portion attributable to capital leases in accordance with GAAP and capitalized interest) during such period; plus (ii) income taxes accruing, paid or payable during such period; plus (iii) depreciation and amortization expense; plus (iv) non-cash stock-compensation based expenses; plus (v) change in the fair value related to Permitted Acquisition related consideration expenses; plus (vi) without duplication, EBITDA attributable to entities and/or assets acquired pursuant to the Sinfonia Acquisition, the Peak PACE Acquisition, the Mediture Acquisition, and the Cognify Acquisition, for such period, to the extent not already included in such calculation.”

“Permitted Acquisition” means (i) any Acquisition approved in writing by the Administrative Agent in its sole discretion (including the Sinfonia Acquisition, the Peak PACE Acquisition, the Mediture Acquisition, and the Cognify Acquisition), or (ii) any Acquisitions in an aggregate amount not to exceed \$15,000,000 in any fiscal year; provided, in each case, that (a) no default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition, (b) the Target is in the same, similar or complimentary line of business as any of the Borrowers, (c) EBITDA of the Target is greater than \$0 as of the date of the most recent financial statements for the fiscal quarter ending immediately prior to the Acquisition delivered by the Target, (d) the proposed Acquisition is consensual, (e) no Indebtedness will be incurred, assumed or would exist with respect to Parent and its Subsidiaries (including the Target) as a result of such Acquisition, other than Permitted Indebtedness, and no Liens will be incurred, assumed, or would exist with respect to the assets of Parent and its Subsidiaries (including the Target) as a result of such Acquisition other than Permitted Liens, (f) the Borrowers will

be in compliance with the financial covenants in Section 6.10 on a pro forma basis, (g) the Administrative Agent shall have received (i) at least 30 days prior to the consummation of the intended Acquisition, a description of the proposed Acquisition, (ii) at least 20 days prior to the consummation of the intended Acquisition Agreement, pro forma consolidated projections with respect to the proposed Acquisition, historical financial information for the Target, due diligence materials prepared for any Borrower, a quality of earnings report (if obtained) and drafts of the acquisition agreement (together with all exhibits and schedules thereto and, to the extent required in the acquisition agreement, all required regulatory and third party approvals) and (iii) on or prior to the date the Acquisition is consummated, a certificate of a Responsible Officer of the Borrowers with reasonably detailed calculations of item (f) and attaching the executed acquisition agreement, (h) the Target is not organized or domiciled in any jurisdiction outside of the United States and (i) all actions required of the Target and the Borrowers by Section 6.12 shall be completed substantially concurrently with the consummation of the Acquisition.”

2) The following defined terms are hereby added to Section 1.1 of the Loan and Security Agreement in alphabetical order therein:

“Cognify Acquisition” means the Acquisition by TRHC MEC Holdings, LLC (a subsidiary of Parent) of all of the issued and outstanding stock of Cognify, Inc. pursuant to the Cognify Purchase Agreement.

“Cognify Purchase Agreement” means that certain Stock Purchase Agreement dated as of October 19, 2018 by and among TRHC MEC Holdings, LLC, the Sellers (as defined therein), and Mace Wolf, as Seller Representative.

3) Notwithstanding the provisions of Section 6.12 of the Loan and Security Agreement, Cognify, Inc. shall provide the Administrative Agent with a duly executed joinder to the Loan and Security Agreement and all other Loan Documents required by Administrative Agent in connection therewith as soon as reasonably practicable following the closing of the transactions contemplated by the Cognify Purchase Agreement (but in any event within thirty (30) days of the closing of such transactions).

3. CONSISTENT CHANGES. The Existing Documents are each hereby amended wherever necessary to reflect the changes described above.

4. [Reserved].

5. NO DEFENSES OF THE BORROWERS/GENERAL RELEASE. Each Borrower agrees that, as of this date, it has no defenses against the obligations to pay any amounts under the Existing Documents. Each Borrower (each, a “Releasing Party”) acknowledges that the Lenders and the Administrative Agent would not enter into this Amendment without Releasing Party’s assurance that it has no claims against the Lenders and the Administrative Agent or any of the Lenders’ and the Administrative Agent’s officers, directors, employees or agents. Except for the obligations arising hereafter under this Amendment, each Releasing Party releases the Lenders and the Administrative Agent, and each of the Lenders’ and the Administrative Agent’s officers, directors and employees from any known or unknown claims that Releasing Party now has against any Lender and/or the Administrative Agent of any nature, including any claims that Releasing Party, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, including but not limited to any claims arising out of or related to the Loan and Security Agreement or the transactions contemplated thereby. Each Releasing Party waives the provisions of California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The provisions, waivers and releases set forth in this section are binding upon each Releasing Party and its shareholders, agents, employees, assigns and successors in interest. The provisions, waivers and releases of this section shall inure to the benefit of the Lenders and the Administrative Agent and their respective agents,

employees, officers, directors, assigns and successors in interest. The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Amendment and the Loan and Security Agreement, and/or any Lender's and/or the Administrative Agent's actions to exercise any remedy available under the Loan and Security Agreement or otherwise.

6. CONTINUING VALIDITY. Each Borrower understands and agrees that in modifying the Existing Documents, the Lenders and the Administrative Agent are relying upon such Borrower's representations, warranties, and agreements, as set forth in the Existing Documents. Except as expressly modified pursuant to this Amendment, the terms of the Existing Documents remain unchanged and in full force and effect. The Lenders' and the Administrative Agent's agreement to modifications to the Existing Documents pursuant to this Amendment in no way shall obligate any Lender and/or the Administrative Agent to make any future modifications to the Existing Documents. Nothing in this Amendment shall constitute a satisfaction of the Obligations. It is the intention of the Lenders, the Administrative Agent and the Borrowers to retain as liable parties all makers and endorers of Existing Documents, unless the party is expressly released by the Lenders and the Administrative Agent in writing. No maker, endorser, or guarantor will be released by virtue of this Amendment. The terms of this paragraph apply not only to this Amendment, but also to any subsequent loan and security modification agreements.

7. [Reserved].

8. NOTICE OF FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

9. COUNTERSIGNATURE. This Amendment shall become effective only when executed by the Lenders, the Administrative Agent and the Borrowers.

[Signature Page Follows]

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

BORROWERS:

TABULA RASA HEALTHCARE, INC.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

CAREKINESIS, INC.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

CAREVENTIONS, INC.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

CAPSTONE PERFORMANCE SYSTEMS, LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

J. A. ROBERTSON, INC.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

MEDLIANCE LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

CK SOLUTIONS, LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

TRSHC HOLDINGS, LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

SINFONIARX, INC.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

TRHC MEC HOLDINGS, LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

MEDITURE LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

ECLUSIVE L.L.C.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

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

ADMINISTRATIVE AGENT:

WESTERN ALLIANCE BANK, an Arizona corporation

By: /s/ Brian McCabe

Title: Vice President

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

LENDERS:

WESTERN ALLIANCE BANK, an Arizona corporation

By: /s/ Brian McCabe

Title: Vice President

LOAN AND SECURITY MODIFICATION AGREEMENT

This Loan and Security Modification Agreement (this “Amendment”), is entered into as of February 7, 2019, by and among (i) CAREKINESIS, INC., a Delaware corporation (“CareKinesis”), TABULA RASA HEALTHCARE, INC., a Delaware corporation (“Parent”), CAREVENTIONS, INC., a Delaware corporation (“Careventions”), CAPSTONE PERFORMANCE SYSTEMS, LLC, a Delaware limited liability company (“Capstone”), J. A. ROBERTSON, INC., a California corporation (“Robertson”), MEDLIANCE LLC, an Arizona limited liability company (“Medliance”), CK SOLUTIONS, LLC, a Delaware limited liability company (“CK Solutions”), TRSHC HOLDINGS, LLC, a Delaware limited liability company (“TRSHC”), SINFONIARX, INC., an Arizona corporation (“SinfoniaRX”), TRHC MEC HOLDINGS, LLC, a Delaware limited liability company (“TRHC”), MEDITURE LLC, a Minnesota limited liability company (“Mediture”), ECLUSIVE L.L.C., a Minnesota limited liability company (“eClusive”), COGNIFY, LLC, a Delaware limited liability company (“Cognify”), and TRHC DM HOLDINGS, LLC, a Delaware limited liability company (“TRHC DM”); Parent, CareKinesis, Careventions, Capstone, Robertson, Medliance, CK Solutions, TRSHC, SinfoniaRX, TRHC, Mediture, eClusive, Cognify and TRHC DM are each referred to herein as a “Borrower”, and collectively, as the “Borrowers”), (ii) the several banks and other financial institutions or entities party hereto (each a “Lender” and, collectively, the “Lenders”), and (iii) WESTERN ALLIANCE BANK, an Arizona corporation (“Bank”), as a Lender and as administrative agent and collateral agent for the Lenders (in such capacities, the “Administrative Agent”).

1. DESCRIPTION OF EXISTING INDEBTEDNESS: Among other indebtedness which may be owing by the Borrowers to Bank, the Borrowers are indebted to Bank pursuant to, among other documents, an Amended and Restated Loan and Security Agreement, dated September 6, 2017 by and among the Borrowers, the Lenders and the Administrative Agent as may be amended from time to time (as amended, the “Loan and Security Agreement”). Capitalized terms used without definition herein shall have the meanings assigned to them in the Loan and Security Agreement.

The Loan and Security Agreement and any and all other documents executed by the Borrowers in favor of the Lenders and/or the Administrative Agent shall be hereinafter referred to as the “Existing Documents.”

2. DESCRIPTION OF CHANGE IN TERMS.

A. Modification(s) to Loan and Security Agreement:

1) The following defined terms in Section 1.1 of the Loan and Security Agreement are hereby amended and restated in their entirety as follows:

“Permitted Investment” means:

- (a) Investments existing on the Closing Date disclosed in the Schedule;
 - (b) Investments by any Borrower and its Subsidiaries in any Subsidiary that is a co-borrower hereunder;
 - (c) Investments by any Borrower and its Subsidiaries in any Subsidiary that is not a co-borrower hereunder in the aggregate amount not to exceed \$500,000 without Administrative Agent’s prior written consent;
 - (d) (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one (1) year from the date of acquisition thereof, (ii) commercial paper maturing no more than one (1) year from the date of creation thereof and currently having rating of at least A-2 or P-2 from either Standard & Poor’s Corporation or Moody’s Investors Service, (iii) certificates of deposit maturing no more than one (1) year from the date of investment therein issued by Bank, and (iv) Bank’s money market accounts;
 - (e) the 2019 Permitted Bond Hedge Transaction by Parent; and
-

(f) Permitted Acquisitions.

“Subordinated Debt” means (i) any debt incurred by Borrowers that is subordinated to the debt owing by Borrowers to the Lenders on terms reasonably acceptable to Administrative Agent (and identified as being such by Borrowers and Administrative Agent), pursuant to a subordination agreement in form and substance reasonably satisfactory to Administrative Agent, and (ii) and the 2019 Convertible Senior Subordinated Notes Indebtedness for so long as the same remains subject to the subordination provisions provided in the 2019 Convertible Senior Subordinated Notes Indenture.

2) The following defined terms are hereby added to Section 1.1 of the Loan and Security Agreement in alphabetical order therein:

“2019 Convertible Senior Subordinated Notes Indebtedness” means unsecured Indebtedness of Parent, incurred in or about February 2019, in an aggregate principal amount of up to Three Hundred Twenty Five Million Dollars (\$325,000,000) pursuant to the 2019 Convertible Senior Subordinated Notes Indenture, that is subordinated, pursuant to terms that are consistent in all material respects with the Preliminary Offering Memorandum, in right of payment to the Obligations under this Agreement and is convertible into shares of common stock of Parent (or other securities or property following a merger event, reclassification or other change of the common stock of Parent), cash or a combination thereof (such amount of cash determined by reference to the price of Parent’s common stock or such other securities or property), and cash in lieu of fractional shares of common stock of Parent.

“2019 Convertible Senior Subordinated Notes Indenture” means, collectively, that certain indenture and first supplemental indenture thereto dated on or before February 15, 2019, as amended from time to time, by and between Parent, U.S. Bank National Association, all applicable provisions of which are consistent in all material respects with the Preliminary Offering Memorandum.

“2019 Permitted Bond Hedge Transaction” means those certain bond hedge, call or capped option relating to Parent’s common stock (or other securities or property following a merger event, reclassification or other change of the common stock of Parent) purchased by Parent in connection with the issuance of the 2019 Convertible Senior Subordinated Notes Indebtedness and settled in common stock of Parent (or such other securities or property), cash or a combination thereof (such amount of cash determined by reference to the price of Parent’s common stock or such other securities or property), and cash in lieu of fractional shares of common stock of Parent, provided that the purchase price for such 2019 Permitted Bond Hedge Transaction, less the proceeds received by Parent from the sale of any related 2019 Permitted Warrant Transaction, does not exceed the net proceeds received by Parent from the sale of such 2019 Convertible Senior Subordinated Notes Indebtedness issued in connection with the 2019 Permitted Bond Hedge Transaction.

“2019 Permitted Warrant Transaction” means those certain call option, warrant or right to purchase relating to Parent’s common stock (or other securities or property following a merger event, reclassification or other change of the common stock of Parent) and/or cash (in an amount determined by reference to the price of such common stock) sold by Parent substantially concurrently with any purchase by Parent of the 2019 Permitted Bond Hedge Transaction.

“Preliminary Offering Memorandum” means that certain Preliminary Offering Memorandum prepared by Parent with respect to the 2019 Convertible Senior Subordinated Notes Indebtedness, the 2019 Permitted Bond Hedge Transaction, the 2019 Permitted Warrant Transaction and the other transactions contemplated thereby, and delivered to Administrative Agent on February 7, 2019.

3) Section 7.4 of the Loan and Security Agreement is hereby amended and restated in its entirety as follows:

“**7.4 Indebtedness.** Create, incur, assume or be or remain liable with respect to any Indebtedness, or permit any Subsidiary so to do, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrower an obligation to prepay any Indebtedness, except the Obligations to the Lenders, and, so long as an Event of Default has not occurred and is continuing, the following payments may be made: (i) regularly scheduled semi-annual interest payments, any payments of

cash in lieu of fractional shares of common stock of Parent, and any delivery of shares of common stock of Parent due upon conversion in each case under the 2019 Convertible Senior Subordinated Notes Indebtedness to the extent permitted under the 2019 Convertible Senior Subordinated Notes Indenture, and (ii) (A) if no Advances are outstanding, payment or prepayment (including, for the avoidance of doubt, cash amounts due upon conversion) of the 2019 Convertible Senior Subordinated Notes Indebtedness to the extent permitted under the 2019 Convertible Senior Subordinated Notes Indenture, or (B) if Advances are outstanding, payment or prepayment (including, for the avoidance of doubt, cash amounts due upon conversion) of the 2019 Convertible Senior Subordinated Notes Indebtedness to the extent permitted under the 2019 Convertible Senior Subordinated Notes Indenture so long as such prepayments (other than cash in lieu of fractional shares of common stock of Parent) are fully funded with new cash proceeds received by Parent from the sale and issuance of its capital stock or Subordinated Debt.”

4) Section 7.6 of the Loan and Security Agreement is hereby amended and restated in its entirety as follows:

“**7.6 Distributions.** Pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any capital stock, or permit any of its Subsidiaries to do so, except that (i) Parent may repurchase the stock of former employees pursuant to stock repurchase agreements as long as an Event of Default does not exist prior to such repurchase or would not exist after giving effect to such repurchase; (ii) Subsidiaries may pay any dividend or make any other distribution to its equityholders; (iii) Parent may redeem shares of its (a) preferred stock to the extent it is required to do so under its certificate of incorporation (as in effect on the Closing Date), and (b) common stock up to an aggregate amount of \$5,000,000, so long as (x) at the time of any such repurchase, an Event of Default has not occurred and is continuing, and (y) such redemptions are fully funded with new cash proceeds received by Parent from the sale and issuance of its capital stock; (iv) Parent may pay the premium in respect of any 2019 Permitted Bond Hedge Transaction and receive shares of Parent’s common stock upon exercise of any 2019 Permitted Bond Hedge Transaction; and (v) Parent may make any payments of cash in lieu of fractional shares of common stock of Parent required by the terms of any 2019 Permitted Warrant Transaction.

5) Section 8.6 of the Loan and Security Agreement is hereby amended and restated in its entirety as follows:

“**8.6 Other Agreements.** If there is a default or other failure to perform in any agreement to which a Borrower is a party or by which it is bound resulting in a right by a third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of Five Hundred Thousand Dollars (\$500,000) or which could have a Material Adverse Effect; provided that this Section 8.6 shall not apply to (x) any event that permits conversion of the 2019 Convertible Senior Subordinated Notes Indebtedness that is not the result of a breach or default by a Group Member of the terms of an agreement governing such 2019 Convertible Senior Subordinated Notes Indebtedness, including without limitation the 2019 Convertible Senior Subordinated Notes Indenture, or (y) any conversion of 2019 Convertible Senior Subordinated Notes Indebtedness that is not the result of a breach or default by a Group Member of the terms of an agreement governing such 2019 Convertible Senior Subordinated Notes Indebtedness.”

6) Section 8 of the Loan and Security Agreement is hereby amended to add the following Section 8.11 immediately following Section 8.10 therein:

“**8.11 2019 Convertible Senior Subordinated Notes Indenture.** There is a default or an event of default under the 2019 Convertible Senior Subordinated Notes Indenture, or any subordination provisions under the 2019 Convertible Senior Subordinated Notes Indenture shall for any reason be revoked, invalidated, otherwise deemed not to be effective or in full force and effect with respect to the Obligations, any Person shall be in breach of the subordination provisions of the Indenture or contest in any manner the validity or enforceability thereof or deny that the Obligations constitute “credit facility indebtedness” thereunder, or the Obligations shall for any reason be subordinated or shall not have the priority as “credit facility indebtedness” under the 2019 Convertible Senior Subordinated Notes Indenture.”

3. CONSISTENT CHANGES. The Existing Documents are each hereby amended wherever necessary to reflect the changes described above.
4. PAYMENT OF MODIFICATION FEE. Borrower shall pay Bank a fully earned and non-refundable modification fee in the amount of \$20,000.00 ("Modification Fee"), plus all reasonable out-of-pocket expenses.
5. NO DEFENSES OF THE BORROWERS/GENERAL RELEASE. Each Borrower agrees that, as of this date, it has no defenses against the obligations to pay any amounts under the Existing Documents. Each Borrower (each, a "Releasing Party") acknowledges that the Lenders and the Administrative Agent would not enter into this Amendment without Releasing Party's assurance that it has no claims against the Lenders and the Administrative Agent or any of the Lenders' and the Administrative Agent's officers, directors, employees or agents. Except for the obligations arising hereafter under this Amendment, each Releasing Party releases the Lenders and the Administrative Agent, and each of the Lenders' and the Administrative Agent's officers, directors and employees from any known or unknown claims that Releasing Party now has against any Lender and/or the Administrative Agent of any nature, including any claims that Releasing Party, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, including but not limited to any claims arising out of or related to the Loan and Security Agreement or the transactions contemplated thereby. Each Releasing Party waives the provisions of California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The provisions, waivers and releases set forth in this section are binding upon each Releasing Party and its shareholders, agents, employees, assigns and successors in interest. The provisions, waivers and releases of this section shall inure to the benefit of the Lenders and the Administrative Agent and their respective agents, employees, officers, directors, assigns and successors in interest. The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Amendment and the Loan and Security Agreement, and/or any Lender's and/or the Administrative Agent's actions to exercise any remedy available under the Loan and Security Agreement or otherwise.

6. CONTINUING VALIDITY. Each Borrower understands and agrees that in modifying the Existing Documents, the Lenders and the Administrative Agent are relying upon such Borrower's representations, warranties, and agreements, as set forth in the Existing Documents. Except as expressly modified pursuant to this Amendment, the terms of the Existing Documents remain unchanged and in full force and effect. The Lenders' and the Administrative Agent's agreement to modifications to the Existing Documents pursuant to this Amendment in no way shall obligate any Lender and/or the Administrative Agent to make any future modifications to the Existing Documents. Nothing in this Amendment shall constitute a satisfaction of the Obligations. It is the intention of the Lenders, the Administrative Agent and the Borrowers to retain as liable parties all makers and endorsers of Existing Documents, unless the party is expressly released by the Lenders and the Administrative Agent in writing. No maker, endorser, or guarantor will be released by virtue of this Amendment. The terms of this paragraph apply not only to this Amendment, but also to any subsequent loan and security modification agreements.

7. CONDITIONS. The effectiveness of this Loan and Security Modification Agreement is conditioned upon payment of the Modification Fee.
8. NOTICE OF FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.
-

9. COUNTERSIGNATURE. This Amendment shall become effective only when executed by the Lenders, the Administrative Agent and the Borrowers.

[Signature Page Follows]

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

BORROWERS:

TABULA RASA HEALTHCARE, INC.

By: /s/ Brian W. Adams

Name: Brian W. Adams

Title: Chief Financial Officer

CAREKINESIS, INC.

By: /s/ Brian W. Adams

Name: Brian W. Adams

Title: Chief Financial Officer

CAREVENTIONS, INC.

By: /s/ Brian W. Adams

Name: Brian W. Adams

Title: Chief Financial Officer

CAPSTONE PERFORMANCE SYSTEMS, LLC

By: /s/ Brian W. Adams

Name: Brian W. Adams

Title: Chief Financial Officer

J. A. ROBERTSON, INC.

By: /s/ Brian W. Adams

Name: Brian W. Adams

Title: Chief Financial Officer

MEDLIANCE LLC

By: /s/ Brian W. Adams

Name: Brian W. Adams

Title: Chief Financial Officer

CK SOLUTIONS, LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

TRSHC HOLDINGS, LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

SINFONIARX, INC.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

TRHC MEC HOLDINGS, LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

MEDITURE LLC

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

ECLUSIVE L.L.C.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

COGNIFY, L.L.C.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Chief Financial Officer

TRHC DM HOLDINGS, LLC

By: /s/ Brian W. Adams

Name: Brian W. Adams

Title: Chief Financial Officer

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

ADMINISTRATIVE AGENT:

WESTERN ALLIANCE BANK, an Arizona corporation

By: /s/ Brian McCabe

Title: Vice President

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

LENDERS:

WESTERN ALLIANCE BANK, an Arizona corporation

By: /s/ Brian McCabe

Title: Vice President

FOR IMMEDIATE RELEASE

Tabula Rasa HealthCare Announces Pricing of \$285 Million of 1.75% Convertible Notes

MOORESTOWN, N.J., February 8, 2019 — Tabula Rasa HealthCare, Inc. (NASDAQ:TRHC) (“TRHC”) today announced the pricing of \$285 million principal amount of 1.75% convertible senior subordinated notes due 2026 (the “notes”) in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Act”). The size of the offering was increased by \$35 million from the previously announced offering size of \$250 million. Settlement is scheduled to occur on February 12, 2019. TRHC has also granted the initial purchasers of the notes an option to purchase, within a 13-day period beginning on, and including, the date on which the notes are first issued, up to an additional \$40 million principal amount of the notes, solely to cover over-allotments, if any.

The notes will be senior subordinated unsecured obligations of TRHC and will pay interest semi-annually at a rate of 1.75 percent per annum. The notes are convertible, at the holder’s option, at an initial conversion rate of 14.2966 shares of TRHC’s common stock per \$1,000 principal amount of notes, subject to adjustment in certain circumstances. This conversion rate is equal to an initial conversion price of approximately \$69.95 per share. Prior to August 15, 2025, the notes will be convertible only upon the occurrence of certain events and during certain periods, and thereafter, at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. Upon conversion, TRHC will pay or deliver, as the case may be, shares of TRHC’s common stock, cash or a combination thereof at TRHC’s option. The notes will mature on February 15, 2026, unless earlier converted or repurchased.

TRHC estimates that the net proceeds from the offering will be approximately \$276.8 million (or approximately \$315.7 million if the initial purchasers’ option is exercised in full) after deducting initial purchasers’ discounts and commissions and estimated offering expenses. TRHC intends to use the net proceeds from the offering to pay the cost of the convertible note hedge transactions described below (after such cost is partially offset by the proceeds from the sale of the warrant transactions, as described below), to repay amounts outstanding under its existing revolving credit facility and for general corporate purposes, which may include potential future acquisitions.

In connection with the offering, TRHC has entered into convertible note hedge transactions with one or more of the initial purchasers of the notes or their respective affiliates (the “option counterparties”). TRHC also has entered into warrant transactions with the option counterparties. The convertible note hedge transactions are expected generally to reduce the potential dilution to TRHC’s common stock upon conversion of the notes and/or offset any potential cash payments TRHC is required to make in excess of the principal amount of converted notes, as the case may be. The warrant transactions could separately have a dilutive effect on TRHC’s common stock to the extent that the market price per share of TRHC’s common stock exceeds the strike price of the warrants. The strike price of the warrants will initially be approximately \$105.58 per share, which represents a premium of approximately 100% over the \$52.79 per share closing price of TRHC’s common stock on February 7, 2019. If the initial purchasers exercise their over-allotment option, TRHC expects to enter into additional convertible note hedge and warrant transactions with the option counterparties.

TRHC has been advised that, in connection with establishing their initial hedges of the convertible note hedge and warrant transactions, the option counterparties or their affiliates expect to purchase shares of TRHC's common stock and/or enter into various derivative transactions with respect to TRHC's common stock concurrently with, or shortly after, the pricing of the notes. This activity could increase (or reduce the size of any decrease in) the market price of TRHC's common stock.

In addition, the option counterparties or their affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to TRHC's common stock and/or purchasing or selling TRHC's common stock or its other securities in secondary market transactions following the pricing of the notes and prior to the maturity of the notes (and are likely to do so during any observation period related to a conversion of notes). This activity could also cause or avoid an increase or a decrease in the market price of TRHC's common stock or the notes, which could affect noteholders' ability to convert the notes and, to the extent the activity occurs during any observation period related to a conversion of notes, it could affect the number of shares and value of the consideration that noteholders will receive upon conversion of the notes.

Neither the notes nor the shares of TRHC's common stock issuable upon conversion of the notes, if any, have been, nor will be, registered under the Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States absent registration or an applicable exemption from such registration requirements.

This press release does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of any of the notes in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

About Tabula Rasa HealthCare

TRHC (NASDAQ:TRHC) provides patient-specific, data-driven technology and solutions that enable healthcare organizations to optimize medication regimens to improve patient outcomes, reduce hospitalizations, lower healthcare costs and manage risk. TRHC provides solutions for a range of payers, providers and other healthcare organizations.

Forward-Looking Statements

This press release includes forward-looking statements that we believe to be reasonable as of today's date including statements regarding the proposed offering and the anticipated use of proceeds therefrom. Such statements are identified by use of the words "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "projects," "should," and similar expressions. These forward-looking statements are based on management's expectations and assumptions as of the date of this press release. Actual results might differ materially from those explicit or implicit in the forward-looking statements. Important factors that could cause actual results to differ materially include: the need to innovate and provide useful products and

services; risks related to changing healthcare and other applicable regulations; increasing consolidation in the healthcare industry; managing our growth effectively; our ability to adequately protect our intellectual property; and the other risk factors set forth from time to time in our filings with the SEC, including those factors discussed under the caption “Risk Factors” in our most recent annual report on Form 10-K, filed with the SEC on March 14, 2018, and in subsequent reports filed with or furnished to the SEC, copies of which are available free of charge within the Investor Relations section of the TRHC website <http://ir.trhc.com> or upon request from our Investor Relations Department. Any forward-looking statement speaks only as of the date on which it was made. TRHC assumes no obligation and does not intend to update these forward-looking statements, except as required by law, to reflect events or circumstances occurring after today’s date.

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