
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 16)*

CENCORA, INC.
(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

03073E105
(CUSIP Number)

Matthew D'Ambrosio
Interim Global Chief Legal Officer
Walgreens Boots Alliance, Inc.
108 Wilmot Road
Deerfield, Illinois 60015
(847) 315-2500

With a copy to:

Lillian Tsu
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
(212) 225-2000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 7, 2024
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Person Walgreens Boots Alliance Holdings LLC	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) AF, OO	
5	Check box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
	8	Shared Voting Power 26,277,561
	9	Sole Dispositive Power
	10	Shared Dispositive Power 26,277,561
11	Aggregate Amount Beneficially Owned by Each Reporting Person 26,277,561	
12	Check box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 13.2% *	
14	Type of Reporting Person (See Instructions) OO	

* This calculation is based on the adjusted 199,269,598 shares of Common Stock outstanding as of February 9, 2024 (as represented by the Issuer in its Current Report on Form 8-K filed on the date hereof).

1	Name of Reporting Person WBA Investments, Inc.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) AF, OO	
5	Check box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
	8	Shared Voting Power 26,277,561
	9	Sole Dispositive Power
	10	Shared Dispositive Power 26,277,561
11	Aggregate Amount Beneficially Owned by Each Reporting Person 26,277,561	
12	Check box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 13.2% *	
14	Type of Reporting Person (See Instructions) CO	

* This calculation is based on the adjusted 199,269,598 shares of Common Stock outstanding as of February 9, 2024 (as represented by the Issuer in its Current Report on Form 8-K filed on the date hereof).

1	Name of Reporting Person Walgreens Boots Alliance, Inc.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) AF, OO	
5	Check box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
	8	Shared Voting Power 26,277,561
	9	Sole Dispositive Power
	10	Shared Dispositive Power 26,277,561
11	Aggregate Amount Beneficially Owned by Each Reporting Person 26,277,561	
12	Check box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 13.2% *	
14	Type of Reporting Person (See Instructions) HC, CO	

* This calculation is based on the adjusted 199,269,598 shares of Common Stock outstanding as of February 9, 2024 (as represented by the Issuer in its Current Report on Form 8-K filed on the date hereof).

This Amendment No. 16 to Schedule 13D (this “Amendment No. 16”) amends and supplements the Schedule 13D (the “Schedule 13D”) relating to the common stock, \$0.01 par value per share (“Common Stock”), of Cencora, Inc., a Delaware corporation (the “Issuer”), originally filed with the Securities and Exchange Commission (the “SEC”) on April 15, 2014, as amended by Amendment No. 1 thereto filed on January 16, 2015, Amendment No. 2 thereto filed on January 25, 2016, Amendment No. 3 thereto filed on March 22, 2016, Amendment No. 4 thereto filed on August 25, 2016, Amendment No. 5 thereto filed on November 14, 2016, Amendment No. 6 thereto filed on January 6, 2021, Amendment No. 7 thereto filed on June 3, 2021, Amendment No. 8 thereto filed on May 12, 2022, Amendment No. 9 thereto filed on August 4, 2022, Amendment No. 10 thereto filed on November 9, 2022, Amendment No. 11 thereto filed on December 12, 2022, Amendment No. 12 thereto filed on May 15, 2023, Amendment No. 13 thereto filed on June 20, 2023, Amendment No. 14 thereto filed on August 7, 2023 and Amendment No. 15 thereto filed on November 14, 2023. Terms used but not defined in this Amendment No. 16 have the respective meanings given to such terms in the original Schedule 13D, as previously amended.

Item 2. Identity and Background.

Item 2 is amended and supplemented as follows:

This Amendment No. 16 is being filed by: (i) Walgreens Boots Alliance Holdings LLC, a Delaware limited liability company (“WBA Holdings”) (f/k/a WAB Holdings LLC); (ii) WBA Investments, Inc., a Delaware corporation (“WBA Investments”); and (iii) Walgreens Boots Alliance, Inc., a Delaware corporation (“WBA”). WBA Holdings, WBA Investments and WBA are collectively referred to as the “Reporting Persons.”

WBA Holdings was formed solely for the purpose of investing in the Issuer. All of the shares of Common Stock reported as beneficially owned by any Reporting Person in this Schedule 13D are held by WBA Holdings. WBA Holdings is a wholly owned subsidiary of WBA Investments. WBA Investments is a wholly owned subsidiary of WBA. WBA, together with its subsidiaries, including the Reporting Persons, is a global pharmacy-led, health and wellbeing enterprise.

The principal business office of each of the Reporting Persons is: c/o Walgreens Boots Alliance, Inc., 108 Wilmot Road, Deerfield, Illinois 60015.

Attached as Annex A hereto and incorporated herein by reference is a list containing the (a) name, (b) residence or business address, (c) present principal occupation or employment and the name, principal business address of any corporation or other organization in which such employment is conducted, and (d) citizenship, in each case, of each director and executive officer of the Reporting Persons, as applicable.

During the last five years, each Reporting Person and, to the knowledge of such Reporting Person, each person listed in Annex A with respect to such Reporting Person, has not been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) and has not been a party to a civil proceeding of any judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding of any violation with respect to such laws.

Item 4. Purpose of Transaction.

Item 4 is amended and supplemented as follows by adding the following:

February 2024 Sale

On February 7, 2024, WBA Holdings sold 4,000,000 shares of the outstanding common stock, par value \$0.01 per share, of the Issuer (the “Common Stock”) in an unregistered block trade pursuant to Rule 144 under the Securities Act of 1933 (the “February 2024 Sale”), representing approximately 13.2% of the outstanding Common Stock after giving effect to the February 2024 Sale and concurrent share repurchase described below (as represented by the Issuer in its Current Report on Form 8-K filed on February 9, 2024).

In addition, the Issuer and WBA Holdings concurrently entered into a share repurchase agreement (the “Share Repurchase Agreement”) whereby the Issuer repurchased directly from WBA Holdings 212,395 shares of the Common Stock at a price per share equal to the price for the February 2024 Sale (the “Concurrent Share Repurchase”).

Proceeds from the February 2024 Sale and the Concurrent Share Repurchase will be used by WBA primarily for debt paydown and general corporate purposes, as WBA continues to build out a more capital-efficient health services strategy rooted in its retail pharmacy footprint.

From time to time, WBA undertakes a review of its strategic and capital allocation priorities. As part of this review, WBA may effect one or more further sales of Common Stock. Any such sales, which may be undertaken at any time without further notice, may take a number of forms, including registered public offerings effected pursuant to WBA’s registration rights under the A&R Shareholders Agreement (which offerings may be underwritten and/or marketed), unregistered or registered block trades, unregistered market or private sales, pledges, hedges, forward sales and other derivative transactions.

Decisions to effect any such sales, as well as the size and timing thereof, are also subject to a number of factors outside of the control of WBA, including current and anticipated future trading prices of the shares of Common Stock or other securities of the Issuer, the financial condition, results of operations and prospects of the Issuer and general economic, financial market and industry conditions, other investment and/or business opportunities available to the Reporting Persons, strategic considerations in respect of the Reporting Persons, general stock market and economic conditions, tax considerations and other factors. WBA will periodically consider such sales opportunistically based on such factors and, as a result, the ultimate number of shares of Common Stock that may be sold by WBA, if any, is not ascertainable.

All existing commercial agreements between WBA and the Issuer (including the US pharmaceutical distribution agreement), as well as the A&R Shareholders Agreement, remain in full force and effect in accordance with their respective terms.

Ornella Barra remains a director of the Issuer. It is currently expected that Ms. Barra (or another designee of WBA) will remain a director of the Issuer unless and until the occurrence of a Walgreens Investor Rights Termination Event (as defined in the A&R Shareholders Agreement).

The foregoing summary of the Share Repurchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Share Repurchase Agreement, a copy of which is attached hereto as Exhibit 99.26 and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

Item 5 is amended and supplemented as follows:

(a) and (b). The ownership percentages set forth below are based on the adjusted 199,269,598 shares of Common Stock outstanding as of February 9, 2024 (as reported by the Issuer on its Current Report on Form 8-K filed on February 9, 2024). WBA Holdings may be deemed to beneficially own 26,277,561 shares of Common Stock, representing approximately 13.2% of the total number of shares of Common Stock outstanding, as of the filing of this Amendment No. 16.

By virtue of relationships reported in Item 2, each of WBA Investments and WBA may be deemed to share the power to vote or direct to vote or to direct the voting of, and to dispose of or to direct the disposition of and, accordingly, may be deemed to beneficially own the 26,277,561 shares of Common Stock held by WBA Holdings, representing approximately 13.2% of the total number of shares of Common Stock outstanding, as of the filing of this Amendment No. 16.

Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by any Reporting Person (other than WBA Holdings) that it is the beneficial owner of any shares of Common Stock for purposes of Section 13(d) of the Exchange Act, or for any other purpose, and such beneficial ownership is expressly disclaimed.

(c) With respect to each Reporting Person, such Reporting Person and, to the knowledge of such Reporting Person, the persons listed in Annex A hereto with respect to such Reporting Person, have not effected any transaction in shares of Common Stock in the past 60 days.

(d) Other than WBA and its subsidiaries, including WBA Holdings and WBA Investments and the persons listed in Annex A hereto with respect thereto, no other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the shares of Common Stock covered by this Schedule 13D.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information set forth under Item 4 is hereby incorporated by reference.

Item 7. Material to be Filed as Exhibits.

Exhibits	Description of Exhibits
99.1	Framework Agreement, dated as of March 18, 2013, by and among the Issuer, Walgreen Co. and Alliance Boots GmbH (filed as Exhibit 10.1 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on March 20, 2013 and incorporated by reference herein).
99.2	Warrant issued on March 18, 2013 (filed as Exhibit 4.1 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on March 20, 2013 and incorporated by reference herein).*
99.3	Warrant issued on March 18, 2013 (filed as Exhibit 4.2 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on March 20, 2013 and incorporated by reference herein).*
99.4	Warrant issued on March 18, 2013 (filed as Exhibit 4.3 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on March 20, 2013 and incorporated by reference herein).*
99.5	Amendment No. 1 dated August 25, 2016 to Warrant issued on March 18, 2013 (filed as Exhibit 4.1 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on August 25, 2016 and incorporated by reference herein).*
99.6	Warrant issued on March 18, 2013 (filed as Exhibit 4.4 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on March 20, 2013 and incorporated by reference herein).*
99.7	Amendment No. 1 dated August 25, 2016 to Warrant issued on March 18, 2013 (filed as Exhibit 4.2 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on August 25, 2016 and incorporated by reference herein).*
99.8	Shareholders Agreement, dated as of March 18, 2013, by and among the Issuer, Walgreen Co. and Alliance Boots GmbH (filed as Exhibit 10.2 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on March 20, 2013 and incorporated by reference herein).
99.9	Transaction Rights Agreement, dated as of March 18, 2013, by and among Walgreen Co., Walgreens Pharmacy Strategies, LLC, Alliance Boots GmbH, Alliance Boots Luxembourg S.à r.l., and WAB Holdings LLC (filed as Exhibit 10.3 to Walgreen Co.'s Current Report on Form 8-K (File No. 1-00604), filed on March 20, 2013 and incorporated by reference herein).
99.10	Notice, dated as of December 31, 2014, provided by Walgreen Co. to AmerisourceBergen Corporation and Alliance Boots GmbH (previously filed on January 16, 2015 as Exhibit 99.11 to Amendment No. 1 to this Schedule 13D).
99.11	Joint Filing Agreement, dated August 25, 2016 (previously filed on August 25, 2016 as Exhibit 99.11 to Amendment No. 4 to this Schedule 13D).
99.12	Share Purchase Agreement, dated as of January 6, 2021, by and between Walgreens Boots Alliance, Inc., and AmerisourceBergen Corporation (incorporated herein by reference to Exhibit 2.1 of the Form 8-K Filed by Walgreens Boots Alliance, Inc. on January 7, 2021 (file number 001-36759)).
99.13	Amended and Restated AmerisourceBergen Shareholders Agreement, by and between Walgreens Boots Alliance, Inc., and AmerisourceBergen Corporation (previously filed on June 3, 2021 as Exhibit 99.13 to Amendment No. 7 to this Schedule 13D).
99.14	Amendment No. 1 to the Amended and Restated AmerisourceBergen Shareholders Agreement, dated as of July 6, 2022, by and between Walgreens Boots Alliance, Inc., and Amerisource Bergen Corporation (filed as Exhibit 10.2 to the Issuer's Quarterly Report on Form 10-Q (File No. 001-16671), filed on August 3, 2022 and incorporated by reference herein).
99.15	Underwriting Agreement, dated as of November 7, 2022, by and among AmerisourceBergen Corporation, Walgreens Boots Alliance Holdings LLC and Morgan Stanley & Co. LLC (previously filed on November 9, 2022 as Exhibit 99.15 to Amendment No. 10 to this Schedule 13D).
99.16	Share Repurchase Agreement, dated as of November 6, 2022, by and between AmerisourceBergen Corporation and Walgreens Boots Alliance Holdings LLC (previously filed on November 9, 2022 as Exhibit 99.16 to Amendment No. 10 to this Schedule 13D).

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- 99.17 Form of Lock-Up Agreement (included in Exhibit 99.15).
- 99.18 Share Repurchase Agreement, dated as of December 8, 2022, by and between AmerisourceBergen Corporation and Walgreens Boots Alliance Holdings LLC (filed as Exhibit 10.1 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on December 12, 2022 and incorporated by reference herein).
- 99.19 Form of Master Confirmation: Pre-paid Variable Share Forward Transactions (previously filed on May 15, 2023 as Exhibit 99.19 to Amendment No. 12 to this Schedule 13D).
- 99.20 Share Repurchase Agreement, dated as of May 11, 2023, by and between AmerisourceBergen Corporation and Walgreens Boots Alliance Holdings LLC (filed as Exhibit 10.1 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on May 15, 2023 and incorporated by reference herein).
- 99.21 Share Repurchase Agreement, dated as of June 15, 2023, by and between AmerisourceBergen Corporation and Walgreens Boots Alliance Holdings LLC (filed as Exhibit 10.1 to the Issuer's Current Report on Form 8-K (File No. 001-16671), filed on June 20, 2023 and incorporated by reference herein).
- 99.22 Underwriting Agreement, dated as of August 3, 2023, by and among AmerisourceBergen Corporation, Walgreens Boots Alliance Holdings LLC, Goldman Sachs & Co. LLC and the VPF financial institutions (previously filed on August 7, 2023 as Exhibit 99.22 to Amendment No. 14 to this Schedule 13D).
- 99.23 Form of Lock-Up Agreement (included in Exhibit 99.22).
- 99.24 Share Repurchase Agreement, dated as of August 2, 2023, by and between AmerisourceBergen Corporation and Walgreens Boots Alliance Holdings LLC (previously filed on August 7, 2023 as Exhibit 99.24 to Amendment No. 14 to this Schedule 13D).
- 99.25 Share Repurchase Agreement, dated as of November 9, 2023, by and between Cencora, Inc. and Walgreens Boots Alliance Holdings LLC.
- 99.26 Share Repurchase Agreement, dated as of February 7, 2024, by and between Cencora, Inc. and Walgreens Boots Alliance Holdings LLC.

* As previously disclosed, Warrants exercised in full on March 18, 2016 and August 25, 2016.

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: February 9, 2024

WALGREENS BOOTS ALLIANCE HOLDINGS LLC

By: /s/ Manmohan Mahajan
Name: Manmohan Mahajan
Title: President

WBA INVESTMENTS, INC.

By: /s/ Manmohan Mahajan
Name: Manmohan Mahajan
Title: President

WALGREENS BOOTS ALLIANCE, INC.

By: /s/ Manmohan Mahajan
Name: Manmohan Mahajan
Title: Senior Vice President
and Interim Global Chief Financial Officer

WALGREENS BOOTS ALLIANCE HOLDINGS LLC

OFFICERS

Unless otherwise noted, the business address for each person listed below is c/o Walgreens Boots Alliance, Inc., 108 Wilmot Road, Deerfield, Illinois 60015. To the knowledge of WBA, all officers listed below are United States citizens.

Manmohan Mahajan, President

Present Principal Occupation: Senior Vice President and Interim Global Chief Financial Officer, Walgreens Boots Alliance, Inc.

Joseph B. Amsbary, Jr., Vice President and Secretary

Present Principal Occupation: Senior Vice President and Corporate Secretary, Walgreens Boots Alliance Inc.

Mark Weisz, Vice President

Present Principal Occupation: Senior Vice President, Global Tax, Walgreens Boots Alliance, Inc.

Omorlie Harris, Treasurer

Present Principal Occupation: Senior Vice President, Global Treasurer, Walgreens Boots Alliance, Inc.

Michael Emerson, Vice President, Tax

Present Principal Occupation: Vice President, Domestic Tax Strategies and Tax Controversy, Walgreen Co.

Brittany Mack, Assistant Treasurer

Present Principal Occupation: Senior Director, Tax Operations and Compliance, Walgreen Co.

Cherita Thomas, Assistant Secretary

Present Principal Occupation: Senior Director, Securities Counsel and Assistant Corporate Secretary, Walgreens Boots Alliance, Inc.

WBA INVESTMENTS, INC.

DIRECTORS

Unless otherwise noted, the business address for each person listed below is c/o Walgreens Boots Alliance, Inc., 108 Wilmot Road, Deerfield, Illinois 60015. To the knowledge of WBA, each director listed below is a United States citizen.

Manmohan Mahajan, President

Present Principal Occupation: Senior Vice President, Interim Global Chief Financial Officer, Walgreens Boots Alliance, Inc.

Joseph B. Amsbary, Jr., Senior Vice President and Secretary

Present Principal Occupation: Senior Vice President and Corporate Secretary, Walgreens Boots Alliance, Inc.

Mark Weisz, Vice President

Present Principal Occupation: Senior Vice President, Global Tax, Walgreens Boots Alliance, Inc.

OFFICERS

Unless otherwise noted, the business address for each person listed below is c/o Walgreens Boots Alliance, Inc., 108 Wilmot Road, Deerfield, Illinois 60015. To the knowledge of WBA, all officers listed below are United States citizens..

Manmohan Mahajan, President

Present Principal Occupation: Senior Vice President, Interim Global Chief Financial Officer, Walgreens Boots Alliance, Inc.

Mark Weisz, Vice President

Present Principal Occupation: Senior Vice President, Global Tax, Walgreens Boots Alliance, Inc.

Joseph B. Amsbary, Jr., Senior Vice President and Secretary

Present Principal Occupation: Senior Vice President and Corporate Secretary, Walgreens Boots Alliance, Inc.

Omorlie Harris, Treasurer

Present Principal Occupation: Senior Vice President, Global Treasurer, Walgreens Boots Alliance, Inc.

Michael Emerson, Vice President, Tax

Present Principal Occupation: VP, Domestic Tax Strategies and Tax Controversy, Walgreen Co.

Brittany Mack, Assistant Treasurer

Present Principal Occupation: Senior Director, Tax Operations and Compliance, Walgreen Co.

Cherita Thomas, Assistant Secretary

Present Principal Occupation: Senior Director, Securities Counsel and Assistant Corporate Secretary, Walgreens Boots Alliance, Inc.

DIRECTORS

Unless otherwise noted, the business address for each person listed below is c/o Walgreens Boots Alliance, Inc., 108 Wilmot Road, Deerfield, Illinois 60015. To the knowledge of WBA, all directors listed below are United States citizens, except for Janice M. Babiak, who is a citizen of the United States and the United Kingdom; John A. Lederer, who is a citizen of Canada; and Stefano Pessina, who is a citizen of Monaco.

Stefano Pessina

Business address: 24 Boulevard du Ténaro, 98000 Monaco

Present Principal Occupation: Executive Chairman, Walgreens Boots Alliance, Inc.

Timothy C. Wentworth

Present Principal Occupation: Chief Executive Officer, Walgreens Boots Alliance, Inc.

Ginger L. Graham

Present Principal Occupation: Lead Independent Director, Walgreens Boots Alliance, Inc. and Former President and Chief Executive Officer, Amylin Pharmaceuticals

Janice M. Babiak

Present Principal Occupation: Former Partner, Ernst & Young LLP

Inderpal S. Bhandari

Present Principal Occupation: Former Global Chief Data Officer, IBM Corporation

Bryan C. Hanson

Present Principal Occupation: Chief Executive Officer, 3M Health Care Business Group

Robert L. Huffines

Present Principal Occupation: Global Chairman, Investment Banking at J.P. Morgan Chase & Co.

Valerie B. Jarrett

Present Principal Occupation: Chief Executive Officer of the Obama Foundation and Former Senior Advisor to President Barack Obama

John A. Lederer

Present Principal Occupation: Interim Chief Executive Officer, Staples, Inc. and Senior Advisor, Sycamore Partners

Tom Pollen

Present Principal Occupation: Chairman, Chief Executive Office and President of Becton, Dickinson and Company

Nancy M. Schlichting

Present Principal Occupation: Former Chief Executive Officer, Henry Ford Health System

OFFICERS

Unless otherwise noted, the business address for each person listed below is c/o Walgreens Boots Alliance, Inc., 108 Wilmot Road, Deerfield, Illinois 60015. To the knowledge of WBA, all executive officers listed below are United States citizens, except for Stefano Pessina and Ornella Barra, who are each citizens of Monaco.

Stefano Pessina

Business Address: 24 Boulevard du Ténao, 98000 Monaco

Present Principal Occupation: Executive Chairman of the Board, Walgreens Boots Alliance, Inc.

Ornella Barra

Business Address: 24 Boulevard du Ténao, 98000 Monaco

Present Principal Occupation: Chief Operating Officer, International, Walgreens Boots Alliance, Inc.

Tim Wentworth

Present Principal Occupation: Chief Executive Officer, Walgreens Boots Alliance, Inc.

Tracey Brown

Present Principal Occupation: Executive Vice President and President, Walgreens Retail, and Chief Customer Officer

John Driscoll

Present Principal Occupation: Executive Vice President, President of U.S. Healthcare

Manmohan Mahajan

Present Principal Occupation: Senior Vice President and Interim Global Chief Financial Officer, Walgreens Boots Alliance, Inc.

Neal Sample

Present Principal Occupation: Executive Vice President and Chief Information Officer, Walgreens Boots Alliance, Inc.

Rick Gates

Present Principal Occupation: Senior Vice President and Chief Pharmacy Officer, Walgreens Boots Alliance, Inc.

Beth Leonard Fabbri

Present Principal Occupation: Senior Vice President and Chief Corporate Affairs Officer, Walgreens Boots Alliance, Inc.

SHARE REPURCHASE AGREEMENT

This SHARE REPURCHASE AGREEMENT (this “Agreement”) is entered into as of February 7, 2024 by and between Cencora, Inc., formerly known as AmerisourceBergen Corporation, a Delaware corporation (the “Company”), and Walgreens Boots Alliance Holdings LLC, a Delaware limited liability company and a stockholder of the Company (the “Selling Stockholder”).

Background

- A. The Selling Stockholder owns an aggregate of 30,489,956 shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”).
- B. The Selling Stockholder intends to sell shares of Common Stock in an unregistered block trade pursuant to Rule 144 under the Securities Act of 1933 (the “Rule 144 Sale”).
- C. The Selling Stockholder wishes to sell to the Company, and the Company wishes to repurchase from the Selling Stockholder, shares of the Common Stock held by the Selling Stockholder at the per share block price of the Rule 144 Sale (the “Per Share Purchase Price”) and upon the terms and conditions provided in this Agreement (the “Repurchase”).
- D. The Company intends to use cash on its balance sheet to complete the Repurchase.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

Agreement1. Repurchase.

(a) Subject to the terms and conditions of this Agreement, at the Closing (as defined below), the Selling Stockholder shall sell to the Company, and the Company shall purchase, acquire and accept from the Selling Stockholder, shares of Common Stock (the “Repurchase Shares”) equal to an aggregate purchase price of approximately (i) \$100 million if the Per Share Purchase Price is equal to or less than 97% of the closing price on the New York Stock Exchange of the Common Stock on the date hereof or (ii) \$50 million if the Per Share Purchase Price is greater than 97% of the closing price on the New York Stock Exchange of the Common Stock on the date hereof, with such number of shares of Common Stock to be rounded up to the nearest whole number, and, in the case of either (i) or (ii), at the Per Share Purchase Price.

(b) The obligations of the Company and the Selling Stockholder to consummate the transactions contemplated by this Agreement shall be subject to the consummation, at or prior to the Closing, of the closing of the Rule 144 Sale.

(c) The closing of the sale of the Repurchase Shares (the “Closing”) shall take place upon the same day as the closing of the Rule 144 Sale at the offices of Morgan, Lewis & Bockius LLP, 2222 Market Street, Philadelphia, Pennsylvania 19103, or at such other time and place as may be agreed upon by the Company and the Selling Stockholder. At the Closing, the Selling Stockholder shall deliver to the Company the Repurchase Shares, and the Company agrees to deliver to the Selling Stockholder by wire transfer of immediately available funds that the Selling Stockholder shall designate in writing at least two business days prior to the Closing the Per Share Purchase Price multiplied by the number of Repurchase Shares being sold by the Selling Stockholder (the “Aggregate Purchase Price”).

2. Company Representations. In connection with the transactions contemplated hereby, the Company represents and warrants to the Selling Stockholder that:

(a) The Company is a corporation duly incorporated and validly existing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors’ rights or by general equitable principles.

(c) The compliance by the Company with this Agreement and the consummation of the transactions herein contemplated will not conflict with, result in a breach or violation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or its subsidiaries or constitute a default under (i) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) any provision of the Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws of the Company or organizational documents of the Company’s subsidiaries or (iii) any statute, law, order, rule, regulation, judgment or decree of any court, regulatory body, administrative agency or governmental agency or body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of their properties; except, in the case of clauses (i) and (iii), as would not impair in any material respect the consummation of the Company’s obligations hereunder or reasonably be expected to have a material adverse effect on the financial position, stockholders’ equity or results of operations of the Company and its subsidiaries, taken as a whole, in the case of each such clause, after giving effect to any consents, approvals, authorizations, orders, registrations, qualifications, waivers and amendments as will have been obtained or made as of the date of this Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution, delivery and performance by the Company of its obligations under this Agreement, including the consummation by the Company of the transactions contemplated by this Agreement.

(d) The Company will have as of the Closing sufficient cash available to pay the Aggregate Purchase Price to the Selling Stockholder on the terms and conditions contained herein.

3. Representations of the Selling Stockholder. In connection with the transactions contemplated hereby, the Selling Stockholder represents and warrants to the Company that:

(a) The Selling Stockholder is duly organized or formed and validly existing under the laws of its state of organization or formation.

(b) All consents, approvals, authorizations and orders necessary for the execution and delivery by the Selling Stockholder of this Agreement and for the sale and delivery of the Repurchase Shares to be sold by the Selling Stockholder hereunder, have been obtained, except for such consents, approvals, authorizations and orders as would not impair in any material respect the consummation of the Selling Stockholder's obligations hereunder; and the Selling Stockholder has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Repurchase Shares to be sold by the Selling Stockholder hereunder.

(c) This Agreement has been duly authorized, executed and delivered by the Selling Stockholder and constitutes a valid and binding agreement of the Selling Stockholder, enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

(d) The sale of the Repurchase Shares by the Selling Stockholder hereunder and the compliance by the Selling Stockholder with all of the provisions of this Agreement and the consummation of the transactions contemplated herein (i) will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Selling Stockholder is a party or by which the Selling Stockholder is bound or to which any of the property or assets of the Selling Stockholder is subject, (ii) nor will such action result in any violation of the provisions of (x) the certificate of formation and limited liability company agreement of the Selling Stockholder or (y) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Selling Stockholder or any of its properties or assets; except in the case of clause (i) or clause (ii)(y), for such conflicts, breaches or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Selling Stockholder's ability to perform its obligations hereunder.

(e) The Selling Stockholder is the record owner and shares beneficial ownership of the Repurchase Shares, as applicable, to be sold by the Selling Stockholder hereunder free and clear of all liens, encumbrances, equities and claims other than any liens, encumbrances, equities and claims arising under the Amended and Restated AmerisourceBergen Shareholders Agreement, dated June 1, 2021, between the Selling Stockholder, or its affiliates, and the Company, and, assuming that the Company purchases such Repurchase Shares without notice of any adverse claim (within the meaning of Section 8-105 of the New York Uniform Commercial Code as in effect in the State of New York from time to time, upon sale and delivery of, and payment for, such securities, as provided herein, the Company will own the securities, free and clear of all liens, encumbrances, equities and claims whatsoever.

(f) The Selling Stockholder has received all information it considers necessary or appropriate for deciding whether to consummate the Repurchase. The Selling Stockholder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Company's purchase of the Repurchase Shares and the business and financial condition of the Company, and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to them or to which it had access. The Selling Stockholder has had the opportunity to discuss with its tax advisors the consequences of the Repurchase. The Selling Stockholder has not received, nor is it relying on, any representations or warranties from the Company other than as provided herein, and the Company hereby disclaims any other express or implied representations or warranties with respect to itself.

4. Termination. This Agreement may be terminated by mutual written consent of the Company and the Selling Stockholder. This Agreement shall automatically terminate and be of no further force and effect, in the event that the conditions in paragraphs 1(b) and 1(c) of this Agreement have not been satisfied.

5. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt requested and postage prepaid, or sent via a nationally recognized overnight courier, or sent via email (receipt of which is confirmed) to the recipient. Such notices, demands and other communications will be sent to the addresses indicated below:

To the Company:

Cencora, Inc.
1 West First Avenue
Conshohocken, Pennsylvania
Attention:
E-mail Address:

With a copy to (which shall not constitute notice):

Morgan, Lewis & Bockius LLP
2222 Market Street
Philadelphia, Pennsylvania 19103
Attention: James W. McKenzie, Jr.
Andrew T. Budreika
E-mail Address: james.mckenzie@morganlewis.com
andrew.budreika@morganlewis.com

To the Selling Stockholder:

Walgreens Boots Alliance Holdings LLC
c/o Walgreens Boots Alliance, Inc
108 Wilmot Road
Deerfield, IL 60015
Attention:
E-mail Address:

With a copy to (which shall not constitute notice):

Cleary Gottlieb Steen & Hamilton LLP, counsel to the Selling Stockholder
One Liberty Plaza New York, New York 10006
Attention: Lillian Tsu
E-mail Address: ltsu@cgsh.com
Telephone: (212) 225-2130

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party.

6. Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby for a period of six (6) months.

(b) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) Complete Agreement. This Agreement and any other agreements ancillary hereto and executed and delivered on the date hereof embody the complete agreement and understanding between the parties and supersede and preempt any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(d) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(e) Assignment, Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall bind and inure to the benefit of and be enforceable by the Selling Stockholder and the Company and their respective successors and permitted assigns. Any purported assignment not permitted under this paragraph shall be null and void.

(f) No Third Party Beneficiaries or Other Rights. This Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any person other than the parties to this Agreement and such successors and permitted assigns.

(g) Governing Law; Jurisdiction. The Agreement and all disputes arising out of or related to this Agreement (whether in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of New York. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. Each of the parties (i) irrevocably submits to the personal jurisdiction of any state or federal court sitting in Manhattan, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding relating to or arising out of, under or in connection with this Agreement, (ii) agrees that all claims in respect of such suit, action or proceeding, whether arising under contract, tort or otherwise, shall be brought, heard and determined exclusively in such courts, (iii) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, and (iv) agrees not to bring any action or proceeding relating to or arising out of, under or in connection with this Agreement or the Company's business or affairs in any other court, tribunal, forum or proceeding. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding brought in accordance with this paragraph. Each of the parties agrees that service of any process, summons, notice or document by U.S. registered mail to its address set forth herein shall be effective service of process for any action, suit or proceeding brought against it in accordance with this paragraph, provided that nothing in the foregoing sentence shall affect the right of any party to serve legal process in any other manner permitted by law.

(h) Mutuality of Drafting. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

(i) Remedies. The parties hereto agree and acknowledge that money damages will not be an adequate remedy for any breach of the provisions of this Agreement, that any breach of the provisions of this Agreement shall cause the other parties irreparable harm, and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance or other injunctive relief in order to enforce, or prevent any violations of, the provisions of this Agreement.

(j) Amendment and Waiver. The provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Selling Stockholder and the Company. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, nor shall any waiver constitute a continuing waiver. No failure by any party to insist upon strict performance of any of the provisions of this Agreement or to exercise any right or remedy arising out of a breach thereof shall constitute a waiver of any other provisions or any other breaches of this Agreement.

(k) Further Assurances. Each of the Company and the Selling Stockholder shall execute and deliver such additional documents and instruments and shall take such further action as may be necessary or appropriate to effectuate fully the provisions of this Agreement.

(l) Expenses. Each of the Company and the Selling Stockholder shall bear its own respective expenses in connection with the drafting, negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(m) Interpretation. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms.

[Signatures appear on following page.]

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

Company:

CENCORA, INC.

By: /s/ James F. Cleary
Name: James F. Cleary
Title: Executive Vice President and Chief Financial
Officer

Selling Stockholder:

WALGREENS BOOTS ALLIANCE HOLDINGS LLC

By: /s/ Omorlie Harris
Name: Omorlie Harris
Title: Treasurer