As filed with the Securities and Exchange Commission on November 16, 2026.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Medline Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	3841	33-1845288
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

3 Lakes Drive
Northfield, Illinois 60093
Telephone: (847) 949-5500
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

James Boyle
Chief Executive Officer
Medline Inc.
3 Lakes Drive
Northfield, Illinois 60093
Telephone: (847) 949-5500
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after the Registration Statement is declared effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		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 7(a)(2)(B) of the Securities Act.☐

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

SUBJECT TO COMPLETION, DATED NOVEMBER 16, 2026
PRELIMINARY PROSPECTUS

60,000,000 Shares



Medline Inc.

Class A Common Stock

The selling stockholders named in this prospectus are offering 60,000,000 shares of our Class A common stock. Our shares of Class A common stock are listed on the Nasdaq Global Select Market ("Nasdaq") under the trading symbol "MDLN."

We and Medline Holdings (as defined herein) have agreed to repurchase an aggregate of $200 million of shares of our Class A common stock and Common Units (as defined herein) directly from the selling stockholders in a private, non-underwritten transaction at a price per equity interest equal to the price paid by the underwriters in this offering (the "Repurchase"). At an assumed purchase price of $39.47 per equity interest, the closing sales price of our shares of Class A common stock as reported on Nasdaq on November 13, 2026, the aggregate number of shares of Class A common stock and Common Units repurchased would be 5,067,128. To the extent that Common Units are repurchased from a selling stockholder, upon the closing of the Repurchase, such selling stockholder will also transfer an equivalent number of shares of Class B common stock to us for no additional consideration, and such shares of Class B common stock will be cancelled and retired. The Repurchase is expected to close concurrently with the offering and is conditioned upon the closing of this offering. The closing of this offering is not conditioned upon the closing of the Repurchase. See "Summary—Share and Unit Repurchase."

On November 13, 2026, the closing sales price of our shares of Class A common stock as reported on Nasdaq was $39.47 per share. We will not receive any proceeds from the sale of shares of our Class A common stock by the selling stockholders. Prior to the consummation of this offering, certain of the selling stockholders will exchange Common Units for shares of our Class A common stock to be sold by them in the offering. See "Principal and Selling Stockholders."

Investing in shares of our Class A common stock involves risks. See "Risk Factors" beginning on page 20 to read about factors you should consider before buying shares of the Class A common stock.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	$	$
Underwriting discounts and commissions[(1)]	$	$
Proceeds, before expenses, to the selling stockholders	$	$

(1) Please see the section entitled "Underwriting (Conflicts of Interest)" for a description of compensation payable to the underwriters.

The underwriters have the option to purchase up to an additional 9,000,000 shares of our Class A common stock from the selling stockholders at the public offering price less the underwriting discounts and commissions within 30 days from the date of this prospectus.

The underwriters expect to deliver the shares of our Class A common stock against payment in New York, New York on or about , 2026.

Global Coordinators and Joint Bookrunning Managers

Goldman Sachs & Co. LLC | **Morgan Stanley**
BofA Securities | **J.P. Morgan**

Co-Managers

Blackstone Capital Markets | **Carlyle**

The date of this prospectus is , 2026.

The information in this preliminary prospectus is not complete and may be changed. The selling stockholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

MEDLINE

We make healthcare run better®



The largest provider of medical-surgical products and supply chain solutions serving all points of care.*

30
manufacturing facilities

~335,000
products to meet a range of needs

70
distribution centers

95%
next-day delivery to U.S. customers

100+
countries

45,000+
employees worldwide

*Market position based on Medline's 2025 net sales relative to the publicly reported net sales of medical surgical ("med-surg") products by companies that are both med-surg manufacturers and distributors.

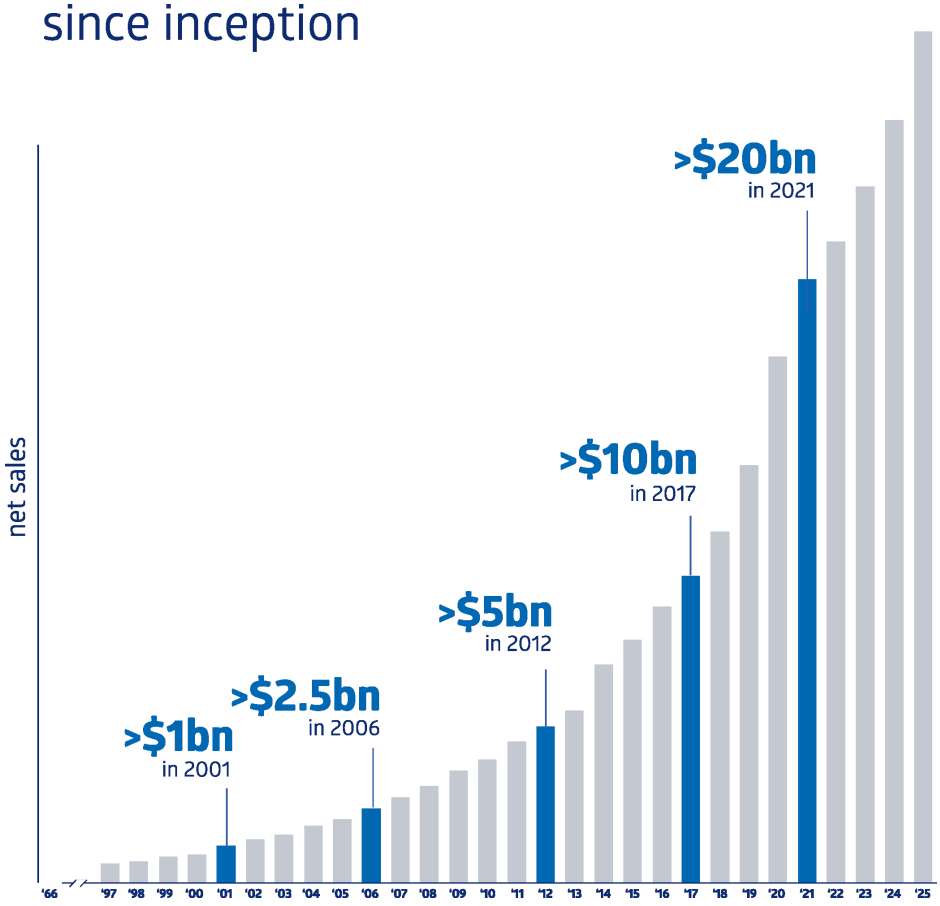
Data as of December 31, 2025.

50+ years

of consecutive annual net sales growth

18% CAGR

since inception



Amounts were calculated in accordance with the historical accounting standards applicable to the Company in the relevant period.

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Neither we, the selling stockholders, nor the underwriters have authorized anyone to provide you with information different from that contained or incorporated by reference in this prospectus, any amendment or supplement to this prospectus, or any free writing prospectus prepared by us or authorized to be provided on our behalf. Neither we, the selling stockholders, nor the underwriters take any responsibility for, or can provide any assurance as to the reliability of, any information other than the information contained or incorporated by reference in this prospectus, any amendment or supplement to this prospectus, or any free writing prospectus prepared by us or authorized to be provided on our behalf. You should assume that the information appearing in this prospectus or in any free writing prospectus prepared by us is accurate only as of their respective dates or on the date or dates which are specified in such documents, and that any information in documents that we have incorporated by reference is accurate only as of the date of such document incorporated by reference. Our business, financial condition, results of operations, and prospects may have changed since those dates.

The selling stockholders and the underwriters are offering to sell, and seeking offers to buy, shares of our Class A common stock only in jurisdictions where offers and sales are permitted. Neither we, the selling stockholders, nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of Class A common stock and the distribution of this prospectus outside of the United States.

About This Prospectus

Following the IPO (as defined below), Medline Holdings, LP ("Medline Holdings") became the predecessor of Medline Inc. for financial reporting purposes. Medline Inc. is a holding company, and its sole material assets are its equity interests held directly or indirectly through wholly owned subsidiaries in Medline Holdings. As the general partner of Medline Holdings, Medline Inc. operates and controls all of the business and affairs of Medline Holdings and, through Medline Holdings and its subsidiaries, conducts our business. The Reorganization Transactions (as defined herein) lacked economic substance and therefore were accounted for in a manner consistent with a reorganization of entities under common control. As a result, the consolidated financial statements of Medline Inc. recognize the assets and liabilities received in the Reorganization Transactions at their historical carrying amounts, as reflected in the historical financial statements of Medline Holdings. Medline Inc. consolidates Medline Holdings on its consolidated financial statements and records a non-controlling interest related to the Units (as defined herein) held by the Continuing Unitholders (as defined herein) on its consolidated balance sheet and statement of comprehensive income.

Medline Inc. had no significant business transactions or activities prior to the Reorganization Transactions, and, as a result, the historical financial information prior to the completion of the Reorganization Transactions reflects that of Medline Holdings.

Certain monetary amounts, percentages, and other figures included in this prospectus have been subject to rounding adjustments. Percentage amounts included in this prospectus have been calculated, in some cases, not on the basis of such rounded figures, but on the basis of such amounts prior to rounding. For this reason, percentage amounts in this prospectus may vary from those obtained by performing the same calculations using the figures, on the face of our consolidated financial statements included elsewhere in this prospectus. Certain other amounts that appear in this prospectus may not sum due to rounding.

In December 2024, we changed the name of Medline Holdings from Mozart Holdings, LP to Medline Holdings, LP. We will not distinguish between the prior and current name of Medline Holdings and will refer to the current name of Medline Holdings throughout this prospectus. References in this prospectus to "Medline," the "Company," "we," "us," and "our" refer (1) prior to the consummation of the IPO, to Medline Holdings, LP and its consolidated subsidiaries and (2) after the completion of the IPO, to Medline Inc. and its consolidated subsidiaries.

Certain Definitions

As used in this prospectus, unless otherwise noted or the context requires otherwise:

- "2025 Form 10-K" refers to Medline Inc.'s Form 10-K for the fiscal year ended December 31, 2025 filed with the Securities and Exchange Commission ("SEC").
- "2026 Q2 Form 10-Q" refers to Medline Inc.'s Form 10-Q for the quarter ended June 27, 2026 filed with the SEC.
- "2026 Q3 Form 10-Q" refers to Medline Inc.'s Form 10-Q for the quarter ended September 26, 2026 filed with the SEC.
- "Blackstone" refers to investment funds associated with Blackstone Inc.
- "Carlyle" refers to investment funds associated with The Carlyle Group Inc.
- "Class A Units" refers to the interests in Medline Holdings called "Class A Units" that were outstanding prior to the Reclassification. In connection with the Reclassification, (i) Class A Units held by Continuing Common Unitholders were converted into Common Units and (ii) Class A Units held by Exchanging Class A Unitholders were directly or indirectly exchanged for shares of Class A common stock.

- "Class B Units" refers to the interests in Medline Holdings called "Class B Units" that were outstanding prior to the Reclassification, and does not include CUPI Units. In connection with the Reclassification, (i) Class B Units held by Continuing Incentive Unitholders were converted into Incentive Units and (ii) Class B Units held by Exchanging Class B Unitholders were directly or indirectly exchanged for shares of Class A common stock (in the case of vested Class B Units) and/or restricted shares of Class A common stock (in the case of unvested Class B Units).

- "Common Units" refers to the new class of units of Medline Holdings created by the Reclassification and does not include Incentive Units.

- "Continuing Common Unitholders" refers to certain pre-IPO holders of Class A Units and/or CUPI Units who hold Common Units following the Reclassification.

- "Continuing Incentive Unitholders" refers to certain pre-IPO holders of Class B Units who hold Incentive Units following the Reclassification.

- "Continuing Unitholders" refers collectively to Continuing Common Unitholders and Continuing Incentive Unitholders.

- "CUPI Units" refers to the interests in Medline Holdings that are designated as "Catch-Up Class B Units" and were outstanding prior to the Reclassification. In connection with the Reclassification, (i) CUPI Units held by Continuing Common Unitholders were converted into Common Units and (ii) CUPI Units held by Exchanging CUPI Unitholders were directly or indirectly exchanged for shares of Class A common stock.

- "Designating Stockholder" refers to each of our Principal Stockholders with whom we are party to separate director nomination agreements.

- "Exchanging Class A Unitholder" refers to pre-IPO holders of Class A Units whose Class A Units were directly or indirectly exchanged for shares of Class A common stock following the Reclassification.

- "Exchanging Class B Unitholder" refers to pre-IPO holders of Class B Units whose Class B Units were directly or indirectly exchanged for shares of Class A common stock (in the case of vested Class B Units) and/or restricted shares of Class A common stock (in the case of unvested Class B Units) following the Reclassification.

- "Exchanging CUPI Unitholder" refers to pre-IPO holders of CUPI Units whose CUPI Units were directly or indirectly exchanged for shares of Class A common stock following the Reclassification.

- "H&F" refers to investment funds associated with Hellman & Friedman LLC.

- "Hux" refers to Hux Investment Pte. Ltd.

- "Incentive Units" refers to the new class of units of Medline Holdings created by the reclassification of the Class B Units in the Reclassification. The Incentive Units are "profit interests" having economic characteristics similar to stock appreciation rights and having the right to share in any equity value of Medline Holdings above specified participation thresholds. Vested Incentive Units may be converted to Common Units and be subsequently exchanged for shares of Class A common stock.

- "IPO" refers to the initial public offering of our Class A common stock, which closed on December 18, 2025.

- "Medline," the "Company," "we," "us," and "our" refer (1) prior to the consummation of the IPO, to Medline Holdings, LP and its consolidated subsidiaries and (2) after the completion of the IPO, to Medline Inc. and its consolidated subsidiaries.

- "Medline Brand" refers to products manufactured by Medline, sourced by Medline and sold under a Medline trademark, or certain third-party products distributed by Medline that drive value for our customers, which we also refer to as "Medline Preferred Products." Medline Brand is one of our two reportable segments.

- "Mills Family" refers to the holders of equity interests of Medline Holdings immediately prior to the Reorganization Transactions that are affiliated with members of the Mills family.

- "Offering Transactions" refers to the offering of Class A common stock hereby and the related exchange of Common Units for shares of Class A common stock and subsequent sale of such shares of Class A common stock in this offering by certain of the selling stockholders.

- "Other Pre-IPO Investors" refers collectively to Hux and Platinum Falcon.

- "Platinum Falcon" refers to Platinum Falcon B 2018 RSC Limited.

- "pre-IPO owners" refers to our Principal Stockholders, our Other Pre-IPO Investors and management and other equity holders who were the owners of Medline Holdings immediately prior to the Reorganization Transactions.

- "Prime Vendor" refers to a relationship for which there is a multi-year distribution agreement between Medline and a customer, whereby the customer agrees to use Medline for the vast majority of its med-surg product needs.

  Our Prime Vendor model began in the acute care channel and, as these hospitals expanded into other sites of care, we have extended this model into the non-acute space to include those affiliated sites of care ("acute affiliated"). For purposes of the Prime Vendor data within this prospectus, we are only including those customers that are acute and acute affiliated.

  Over time, we have also entered into Prime Vendor agreements with facilities that are non-acute and not affiliated with a hospital system (i.e., not acute affiliated). Data in this prospectus does not include Prime Vendor relationships outside of acute and acute affiliated.

- "Prime Vendor retention rate" is calculated as (x)(i) the net sales for the prior fiscal year from Prime Vendor customers as of the end of such fiscal year (the "Prior Period Prime Vendor Customers") less (ii) the Retention Change, divided by (y) the net sales for the prior fiscal year from the Prior Period Prime Vendor Customers. "Retention Change" is defined as the decrease in net sales from the prior fiscal year as compared to the current fiscal year attributable to Prior Period Prime Vendor Customers whose agreement end date occurred during the current fiscal year and was not renewed.

- "Principal Stockholders" refers collectively to Blackstone, Carlyle, H&F, and the Mills Family.

- "Reclassification" refers to the reclassification of the partnership interests of Medline Holdings prior to the IPO.

- "Reorganization Transactions" refers to the Reclassification, amendment and restatement of the limited partnership agreement of Medline Holdings and Medline's entry into a tax receivable agreement and exchange agreement with certain of its pre-IPO owners.

- "Sponsors" refers collectively to Blackstone, Carlyle, and H&F.

- "Supply Chain Solutions" refers to products distributed by Medline from third-party suppliers that are not included in the Medline Brand segment and supply chain optimization services such as consulting engagements, outsourced warehouse and technology management, put-away-ready packaging, third-party logistics, inventory rationalization and route planning. Supply Chain Solutions is one of our two reportable segments.

- "total new customer signings" refers to the estimated annual contract value of all new contracts entered into during a given year by new customers or by existing customers who are expanding their relationship with Medline, excluding renewals and extensions.

- "Units" refers collectively to Common Units and Incentive Units.

Unless indicated otherwise, the information included in this prospectus assumes no exercise by the underwriters of their option to purchase up to an additional 9,000,000 shares of Class A common stock from the selling stockholders.

SUMMARY

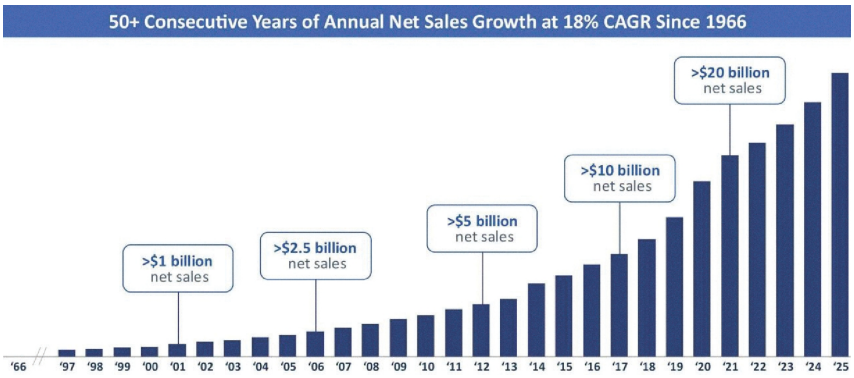
This summary highlights information contained elsewhere in this prospectus and does not contain all of the information you should consider before investing in shares of our Class A common stock. You should read this entire prospectus carefully, including information incorporated by reference in this prospectus and any free writing prospectus prepared by us or on our behalf, including the section entitled "Risk Factors" in this prospectus, the documents incorporated by reference in this prospectus, and the consolidated financial statements and the related notes thereto incorporated by reference in this prospectus before you decide to invest in shares of our Class A common stock.

Our Mission

Our mission is to make healthcare run better by delivering improved clinical, financial, and operational outcomes.

Overview

We are the largest provider of medical-surgical ("med-surg") products and supply chain solutions serving all points of care, based on total net sales of med-surg products. We deliver mission-critical products used daily across the full range of care settings, from hospitals and surgery centers to physician offices and post-acute facilities. Through our two segments, Medline Brand and Supply Chain Solutions, we offer approximately 335,000 med-surg products, including surgical and procedural kits, gloves and protective apparel, urological and incontinence care, wound care, and consumable lab and diagnostics products. We hold the leading position across several of our end markets and many of our key product families. We distribute these products through our expansive network of 70 global distribution facilities, spanning over 29 million square feet of warehouse space, and our owned fleet of over 2,100 MedTrans trucks, enabling us to provide next-day delivery to 95% of our U.S. customers. Our integrated business model and customer-centric culture drives lower costs and better value for our stakeholders. This is the foundation for our durable recurring revenue base, with our net sales having grown every year since inception of the Company at a compound annual growth rate ("CAGR") of 18%.



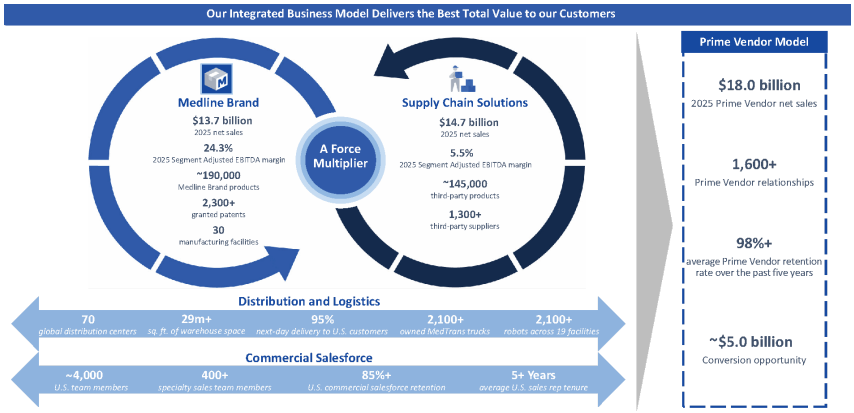
Note: Amounts were calculated in accordance with the historical accounting standards applicable to the Company in the relevant period.

We were founded in 1966 as a med-surg product manufacturer serving the hospital and nursing home sites of care. Through our deep engagement with customers, we recognized a significant gap in the market—our customers were underserved by a fragmented supplier base and faced challenges navigating a complex supply chain. We identified their need for a supply chain partner that was fully integrated, cost-effective, high-quality, and resilient. Our vision was to create a differentiated model that solved these pain points through an integrated

company that combined both manufacturing and distribution capabilities and would become a trusted partner to our customers. Twenty-nine years ago, we began augmenting our platform to bring this vision to life: we invested in our distribution capabilities, continued to expand our product portfolio, and adopted the Prime Vendor model. This enabled us to serve a more diverse customer base across multiple end markets, while lowering costs and delivering superior service levels. As a result, Medline is now the largest provider of med-surg products and supply chain solutions serving all points of care, based on total net sales of med-surg products.

The combination of our expansive product portfolio and our differentiated supply chain creates a force multiplier for our business. Our Medline Brand segment offers approximately 190,000 products, including those manufactured in our 30 facilities, as well as those sourced from our more than 600 global partners. Our Supply Chain Solutions segment offers approximately 145,000 third-party products and provides customized supply chain optimization services. Our entire product portfolio across our segments is supported by differentiated logistics capabilities and a dedicated and tenured U.S. commercial team of approximately 4,000 people. These capabilities and our compelling value proposition allow us to serve as a long-term strategic partner to our customers and expand the scope of our relationships over time.

Our Prime Vendor relationships demonstrate our role as a trusted partner to our customers. In these relationships, we enter into long-term agreements to act as the consolidated distributor and logistics provider for these customers' med-surg product needs. These partnerships give us visibility into our customers' purchasing behaviors and demand dynamics, which allows us to anticipate their needs and deliver industry-leading service levels. As these relationships mature, we believe customers increasingly choose Medline Brand products for their superior value. Our Prime Vendor model is reinforced by the flywheel effect within our business where we drive cost savings for Prime Vendor customers, which, over time, supports incremental purchasing of our Medline Brand products and increases our scale. This dynamic allows us to drive further efficiencies by offering superior or similar quality to third-party products at a more cost-effective price. Due to the higher margin we earn on Medline Brand products compared to sales of comparable third-party products, we are able to reinvest in customer value while increasing our profitability.



Since our founding, we have invested in building a unique customer-centric culture with an entrepreneurial spirit. Our employees are committed to deeply understanding how our customers operate, what challenges they face, and how Medline can better support them. They also understand that relationships are rooted in trust and that we must earn the right to serve our customers every day. We focus on problem solving across the continuum of care and we deploy a team of dedicated customer success representatives to learn the complex needs of our customers. Our creative and collaborative culture consistently earns Medline recognition as a preferred employer, including Newsweek's Greatest Workplaces, Forbes' America's Best Large Employers, and a Chicago Tribune Top Workplace.

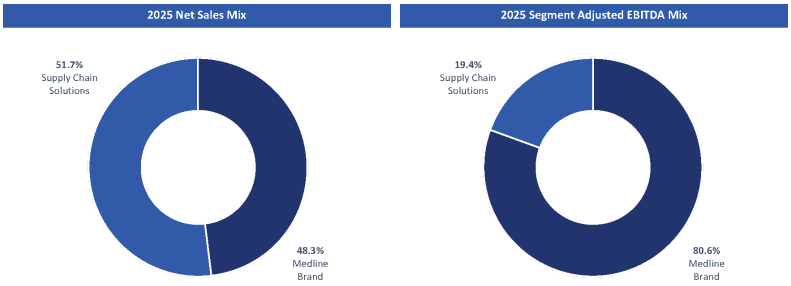
We have grown our net sales every year by retaining existing customers while gaining share with new and existing customers, with CAGRs of 18% since our founding and approximately 13% over the past 10 years. Notably, nearly 90% of our growth during the past 10 years has been organic. Our product portfolio predominantly consists of consumables, such that approximately 90% of our Medline Brand net sales were recurring for the year ended December 31, 2025. Our business is uniquely resilient during market downturns, as evidenced by our growth through every recession since our founding and during global healthcare crises. For example, our net sales grew at approximately 17% during the 2008-2009 financial crisis and at approximately 11% CAGR during the 2020-2022 COVID-19 pandemic.

Not only does our business have a strong track record of results, but we also see significant runway for future sales and earnings growth. We are positioned to grow with our customers as healthcare utilization increases, as they build and acquire new sites, and as they further consolidate med-surg spend with Medline. In addition, we intend to further extend our leading position by adding new Prime Vendor relationships, increasing the number of non-Prime Vendor customers that choose Medline Brand, continuing our channel expansion, developing new products, executing on selective M&A opportunities, and scaling our international footprint.

For the nine months ended September 26, 2026, we generated net sales of $22.9 billion, net income of $0.7 billion, and Adjusted EBITDA of $2.8 billion, representing a net income margin of 3.0% and an Adjusted EBITDA Margin of 12.2%. During that period, 46.5% of total net sales and 82.8% of Segment Adjusted EBITDA were generated from our Medline Brand segment, while 53.5% of total net sales and 17.2% of Segment Adjusted EBITDA were generated from our Supply Chain Solutions segment. For the year ended December 31, 2025, we generated net sales of $28.4 billion, net income of $1.2 billion, and Adjusted EBITDA of $3.5 billion, representing a net income margin of 4.1% and an Adjusted EBITDA Margin of 12.2%. During that period, 48.3% of total net sales and 80.6% of Segment Adjusted EBITDA were generated from our Medline Brand segment, while 51.7% of total net sales and 19.4% of Segment Adjusted EBITDA were generated from our Supply Chain Solutions segment. For a reconciliation of Adjusted EBITDA and Adjusted EBITDA Margin to the most directly comparable financial measures that are presented in accordance with generally accepted accounting principles in the United States ("GAAP"), information about why we consider Adjusted EBITDA and Adjusted EBITDA Margin useful, and a discussion of the material risks and limitations of these measures, see "Part I—Financial Information—Item 2—Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Information" in our 2026 Q3 Form 10-Q and "Part II—Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Information" in our 2025 Form 10-K, in each case incorporated by reference in this prospectus.

Who We Are

The combination of our Medline Brand and Supply Chain Solutions segments addresses critical needs in the market through a comprehensive solution. Both segments are supported by our Prime Vendor model, differentiated distribution network, and robust commercial platform.



Medline Brand. We offer our customers approximately 190,000 med-surg products through our Medline Brand segment. We have leading positions across many key product families within the approximately $75 billion serviceable addressable market ("SAM") for our Medline Brand products. See "Market and Industry Data" for how we define our SAM. Our Medline Brand products are organized into three product categories: Front Line Care, Surgical Solutions, and Laboratory and Diagnostics.

	Front Line Care	Surgical Solutions	Laboratory and Diagnostics
U.S. SAM	$30 billion	$20 billion	$25 billion
Medline Market Entry	Since Inception	1990s	2010s
Description	• Mission-critical med-surg products for all patient-facing provider needs	• Operating room and perioperative environment product solutions	• Full range of laboratory and diagnostic product solutions
Key Products	• Advanced wound care • Exam gloves • Respiratory • Skin care • Incontinence care • Infection prevention • Urology • Textiles • Durable medical equipment • Rehab and safe patient handling • Healthcare housekeeping supplies	• Surgical procedure trays • Surgical drapes and gowns • Protective gowns, masks, and eyewear • Operating room sterile wrap • Surgical instruments • Surgical gloves • Minor procedure trays • Diagnostic cardiology trays • Orthopedic implants • Vascular access trays	• Lab diagnostics • Lab consumables • Specimen collection • Lab equipment • Anatomic pathology • Blood collection • Diabetes management • Exam diagnostics • Patient monitoring
Global 2025 Net Sales	$6.5 billion	$6.2 billion	$1.0 billion

We produce approximately one-third of Medline Brand products, which are primarily Class I and II medical devices, through our 30 manufacturing facilities, of which 24 are in North America. We focus our manufacturing capabilities on products where we can leverage technology and automation to drive higher quality and lower costs to better serve our customers. For the vast majority of the other two-thirds of Medline Brand products, we utilize a network of more than 600 global partners across a diversified set of approximately 40 countries, with more than 300 of these relationships being exclusive to us. Our relationships with these Medline Brand partners are exceptionally strong, with some originating nearly 30 years ago. The breadth of our partnerships also provides global diversification and strengthens our resiliency, with no single sourcing partner accounting for more than 5% of total spend as of December 31, 2025. Taken together, our self-manufacturing capabilities and differentiated global sourcing relationships result in high-quality products while allowing us to manage costs. This network also enables us to achieve a highly efficient and geographically diversified supply base, which ensures our resiliency during market disruptions.

Our ability to identify and address customer needs through the introduction of new products was honed over decades of feedback from customers. Challenging our team to listen intently to customers' pain points and thoughtfully craft product innovation solutions has been a critical growth lever and retention driver for our business. The execution of this model is core to our strategy—we have successfully launched more than 250 new products over the last three years and will continue to innovate as a trusted thought partner to our customer base.

We are committed to delivering products of the highest standard, which is reflected by our robust quality team of over 2,700 employees. Our quality control team is integrated and embedded across our manufacturing and sourcing locations. Their expertise ensures that every product bearing the Medline brand meets both our rigorous quality standards and our customers' expectations.

Our combination of value, quality, and service has allowed our Medline Brand products to hold the leading position across many of our key product families. Furthermore, we generated $1.3 billion of Medline Brand net sales for fiscal year 2025 through other distributors. These relationships allow us to highlight the value proposition of our Medline Brand and distribution network, which over time creates opportunities to earn Prime Vendor agreements for those customers.

Supply Chain Solutions. We offer approximately 145,000 med-surg products from over 1,300 third-party suppliers, including nearly all leading national brands, through our Supply Chain Solutions segment. As a scaled service provider that sells and delivers to the entire continuum of care, Medline is a highly desirable partner to these brands. We also provide our customers with supply chain optimization services such as consulting engagements, outsourced warehouse and technology management, put-away-ready packaging, third-party logistics, inventory rationalization, and route planning. Supply Chain Solutions contracts include contractual distributor mark-ups, which may differ by customer agreement. Our supply chain expertise allows us to provide additional service offerings to optimize our customers' supply chain and inventory workflows, helping these customers cost-effectively manage their supply chain while building strong relationships and enhancing retention.

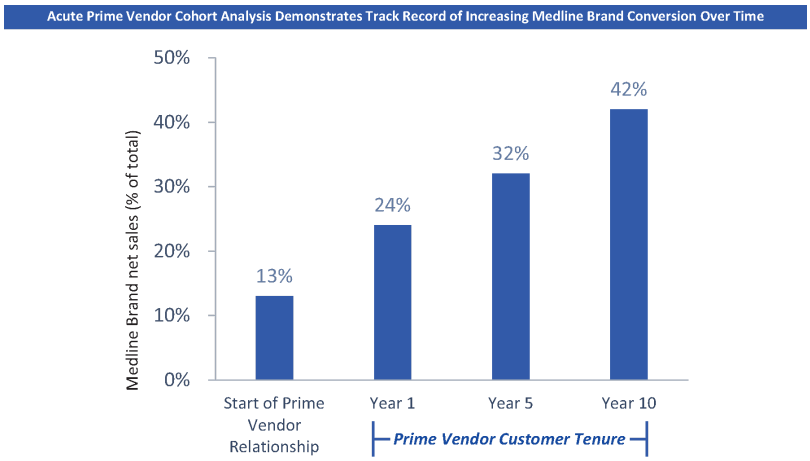
Additionally, we continue to bolster our supply chain offerings to better serve our customers. For example, in October 2024 we announced a partnership with Microsoft to design an innovative healthcare supply chain resiliency solution, leveraging artificial intelligence ("AI")–generated insights to provide integrated inventory management. This will combine customer and supplier data to develop better insights into customer purchasing patterns and optimize service levels, among other capabilities.

Our Prime Vendor Model. In our Prime Vendor relationships, we enter into long-term agreements, typically structured with five-year terms, to act as the primary consolidated logistics partner for these customers' med-surg product needs. These agreements have been and will continue to be a key contributor to our growth. Our customers realize efficiencies by partnering with one supply chain partner to consolidate their med-surg purchase volume. Prior to the market adoption of the Prime Vendor model, customers sourced such products individually from a highly fragmented base of suppliers. The Prime Vendor model instead centralizes procurement and distribution, which in turn drives efficiency and higher service levels.

As Prime Vendor, we drive significant cost savings to our customers. Our scale allows us to deliver consistently lower prices and better service levels on Medline Brand products relative to third-party alternatives, while also lowering the distribution cost for delivery of the full range of med-surg products. This often motivates customers to purchase more Medline Brand products over time. For example, in the acute care sector, at the beginning of a Prime Vendor relationship, Medline Brand products typically represent approximately 10% of a customer's product mix but has the potential to reach approximately 60% Medline Brand over time. The opportunity is even greater in certain non-acute settings, where we sell a more focused product portfolio. Our Prime Vendor model is reinforced by the flywheel effect within our business where we drive cost savings for Prime Vendor customers, which, over time, supports incremental purchasing of our Medline Brand products and increases our scale. This dynamic allows us to drive further efficiencies by offering superior or similar quality to third-party products at a more cost-effective price. Due to the higher margin we earn on Medline Brand products compared to sales of comparable third-party products, we are able to reinvest in customer value while increasing our profitability. This compelling value proposition and supply chain relationship with our customers supports our greater than 98% average Prime Vendor retention rate over the past five years.

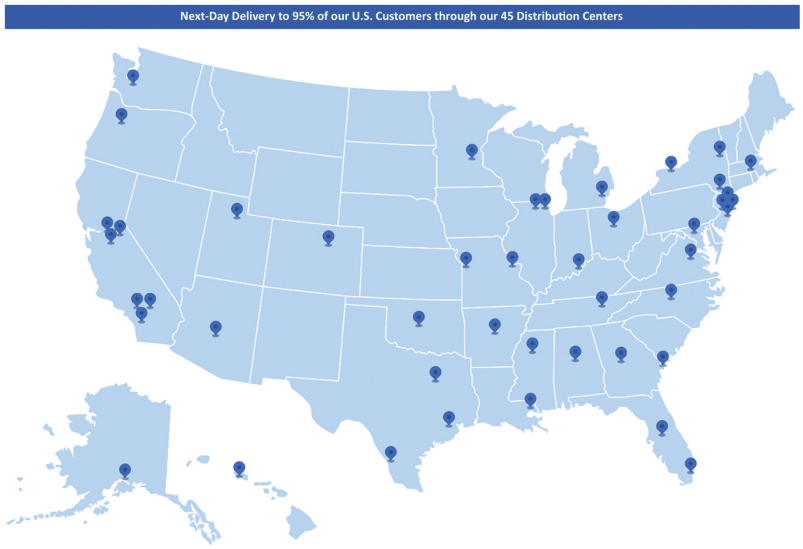
Our differentiated capabilities have enabled us to grow and scale our Prime Vendor model over time. Over just the past six years, we have signed new Prime Vendor agreements representing approximately $8 billion of annual contract value and have over 1,600 Prime Vendor relationships as of December 31, 2025, representing $18.0 billion of net sales for the year ended December 31, 2025. Our Prime Vendor relationships, combined with our strong customer retention, supports a highly recurring business model. Today, our Prime Vendor agreements have an approximate average mix of 65% Supply Chain Solutions and 35% Medline Brand, presenting a significant opportunity to drive customer savings through further Medline Brand adoption in the years ahead. Supply Chain Solutions products for which like-for-like Medline Brand products are available represented approximately $5.0 billion in net sales to existing Prime Vendor customers as of December 31, 2025. Assuming historical margins, if 100% of such products were converted to available like-for-like Medline Brand products, the incremental gross profit opportunity associated with such conversion would be approximately $1.3 billion. Conversion of 100% of this opportunity is not immediately achievable, and we cannot provide any assurance regarding the timing or extent of any such conversions. While we historically have earned higher margins upon conversion from third-party national brand products to like-for-like Medline Brand products, because of the lower average prices for Medline Brand products, there is typically a negative impact on net sales upon the conversion of Supply Chain Solutions products to like-for-like Medline Brand products if volume is assumed to be constant. We believe that the average margins for Supply Chain Solutions products converted to Medline Brand products have not significantly differed

from those that have not been converted. Similarly, the average margins of products converted to Medline Brand do not vary materially from their unconverted counterparts. Therefore, we assume our historical estimates will continue with future conversions. For further information on potential risks relating to this conversion opportunity, please refer to "Part I—Item 1A—Risk Factors—Risks Related to Our Business, Industry and Operations—Our failure to establish and maintain Prime Vendor relationships may cause our revenue to decline" in our 2025 Form 10-K incorporated by reference in this prospectus.



Note: Data represents average Medline Brand net sales percentage mix across cohorts 2014 – 2023.

Our Distribution Network. We have a differentiated network of 70 global distribution centers, 45 of which are in the United States. Our distribution centers are strategically located to provide next-day delivery to 95% of our U.S. customer base. With over 26 million square feet in the United States, they are expertly designed to optimize distribution logistics and maximize utilization. The products we distribute are packaged to meet each customer's individual needs and to be "put-away-ready," which streamlines the customer's unloading and shelving process. We utilize AI and robotics technology in our distribution centers to drive efficiency and reduce costs. Our technologically advanced distribution centers allow us to extend cutoff times, expand our product offering, and better service our expanding customer base. We also operate our own fleet of more than 2,100 MedTrans trucks that deliver our products across care settings within the United States. Our $4.8 billion of global inventory as of December 31, 2025, and our market-leading supply chain capabilities drive our ability to fulfill customer orders with service levels of 99% and support our high customer satisfaction levels. Over the last five years, we have invested $1.4 billion in total capital expenditures within our distribution network. As of December 31, 2025, we had approximately 25% in excess capacity across our platform to support our long-term growth.



Our Commercial Platform. Our deep connectivity to our customers is driven by the strength of our dedicated and tenured commercial team. We have a U.S. commercial team of approximately 4,000 people across all points of care, which includes account managers, product specialists, specialized clinical resources, customer service representatives, supply chain specialists, Prime Vendor analysts, and a robust leadership team dedicated to driving efficiencies for our customers through their teams. Our team prides themselves on their deep-rooted customer relationships and the value of their longstanding partnerships. We have created an entrepreneurial environment that empowers our salesforce to work with our product managers and innovate to meet market demand. We have a team devoted to each channel in the United States and each region or country internationally, which allows our salesforce teams to develop market-specific knowledge. Our differentiated customer-focused culture and salesforce empowerment have driven our strong U.S. salesforce retention rate of greater than 85% in 2025.

Our Market Opportunity

We estimate our total addressable market ("TAM") to be approximately $375 billion globally. Of this amount, we estimate that the United States represents an approximately $175 billion opportunity, diversified across acute care and non-acute care (including but not limited to surgery centers, dental, animal health, physician offices, and post-acute care). We estimate that international markets represent an approximately $200 billion opportunity, diversified across acute care and non-acute care. See "Market and Industry Data" for how we define our TAM.

Demand within the overall U.S. healthcare market is largely insulated from macroeconomic events and market cycles due to non-cyclical demand as evidenced by the fact that healthcare spending in the United States has increased every year for the past sixty years according to the Centers for Medicare & Medicaid Services ("CMS"). We expect our market opportunity in the United States will grow over the long-term, driven by secular tailwinds including an aging population and the growing prevalence of chronic conditions, which are expected to drive elevated volumes and increased health expenditures over the long term. Due to these factors, national health expenditures are expected to outpace GDP growth at an annual growth rate of 5.6% from 2023 to 2032 according to CMS.

International markets also represent an attractive opportunity, as net sales outside of the United States represented only 6.9% of our total net sales for the year ended December 31, 2025.

Our market opportunity is enhanced by the following dynamics:

- *Margin Pressure Across End Markets:* Hospitals generally operate at a low margin; given these dynamics, health systems and providers are heavily focused on mitigating costs and increasing the quality of care.
- *Shift in Volumes Outside of the Hospital:* As overall healthcare utilization increases, higher acuity procedures continue to shift to lower-cost sites of care, such as surgery centers and physician offices.
- *Healthcare Consolidation:* Consolidation activity is expected to continue, as hospitals combine to drive scale and create integrated models to serve the continuum of care.
- *Supply Chain Resiliency:* Supply chain disruptions and shortages have revealed the industry's need for in-stock products and short delivery timeframes.

Value Creation for Key Stakeholders

Our integrated business model helps us to address the needs of the market today and enables us to drive value for key constituents across the healthcare system.

Healthcare providers:

- Our high-quality, competitively priced Medline Brand products deliver material cost savings to providers, many of whom face margin pressures.
- Our large and efficient supply chain delivers high service levels and rapid delivery of the full spectrum of med-surg products while simplifying operational complexity, ensuring uninterrupted delivery of care, and reducing distribution expenses.
- Our Prime Vendor model enables the cost-effective management of products, inventory, distribution, and delivery across sites of care.
- Our clinical product education programs pair intelligently designed products along with caregiver training, enabling them to provide optimal care for their patients, ultimately yielding better patient outcomes. The clinical product education that healthcare providers receive is aimed at reducing non-reimbursable occurrences of hospital-acquired conditions and hospital-acquired infections. We support these efforts with our robust staff of in-house clinicians, in conjunction with our Medline University programs, to educate providers on the latest research and best practices for the use of particular products.

Patients:

- Our tools and resources help healthcare providers operate more efficiently, which indirectly benefits patients. This includes everything from supply chain optimization to clinical applications expertise, ensuring that healthcare providers can deliver high-quality care.
- Our educational materials and at-home care kits help patients take an active role in their own care, which improves health outcomes and patient satisfaction.

- Our focus on thoughtfully designed products and services creates positive patient experiences.
- Our direct-to-consumer channel increases access to our high-quality, cost-effective products.

Product suppliers:

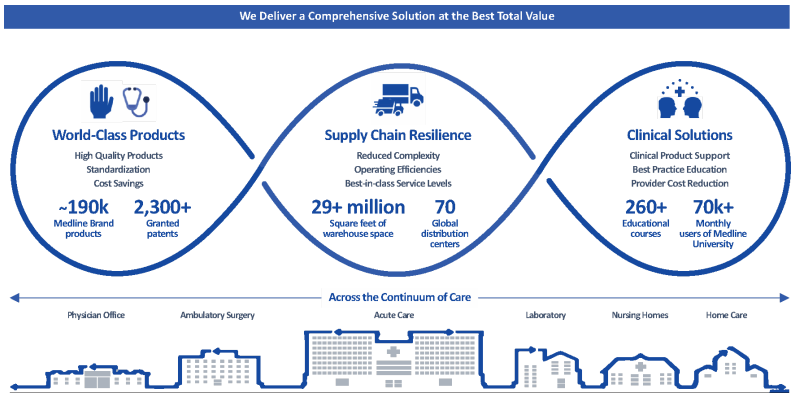
- Our scaled platform provides third-party product suppliers with access to our commercial team and a large and diverse customer base.
- Our service levels ensure that suppliers' products are delivered reliably and on time.
- Our presence across the healthcare continuum provides opportunities to serve every site of care.

Why We Win

Our ability to earn and retain customers is driven by a number of specific qualities that are critical to our success.

Customer-Focused Culture. Customers are at the heart of what we do. Our best-in-class business model, entrepreneurial spirit, and compelling value proposition are the result of our customer-focused culture that emphasizes the rapid identification of and response to customer needs. We have evolved alongside our customers over time by expanding our product portfolio and supply chain optimization services, and we have built a large U.S. commercial team of approximately 4,000 people so that customers' needs would be quickly identified and satisfied. We do what we say we are going to do, we are transparent and direct with our customers, and we empower our employees to advocate for our customers. This has translated into high win rates for new business, strong customer loyalty with consistently high customer satisfaction levels, as demonstrated by our customer retention rates, including a greater than 98% average Prime Vendor retention rate over the past five years, and consistently high employee satisfaction levels, which we measure through our periodic employee engagement surveys and employee retention.

Medline Platform Advantage. We are the largest provider of med-surg and supply chain solutions serving all points of care, based on total net sales of med-surg products. Our platform is powered by our global procurement network, strategically located distribution centers, high delivery route density, and innovation capabilities informed by proprietary supply chain customer insights. Our vertically integrated business model is designed to deliver the best total value to our customers through a comprehensive set of world-class products, a resilient and highly efficient supply chain, and differentiated clinical solutions. Our ability to provide significant savings on our high-quality products and services and our ability to serve across the entire continuum of care aligns us with the evolving needs of our customers. We had approximately $2.4 billion in total new customer signings for the year ended December 31, 2025.



Medline Brand Product Portfolio. We offer approximately 190,000 Medline Brand products across our product categories. We have a track record of successfully bringing new products to market, with more than 2,300 granted patents and more than 450 clearances under Section 510(k) of the Federal Food, Drug and Cosmetic Act ("510(k)"). Over the last three years, we have successfully launched more than 250 new products. Our vertically integrated platform provides us with unparalleled insights into our customers' needs, purchasing trends, and potential areas of new, customer-driven product innovation. Our unparalleled scale, the breadth and quality of our product portfolio, and our successful track record of innovation enable us to quickly and cost-effectively address the needs of our customers.

Unrivaled Distribution Capabilities. Medline's breadth and footprint today is the result of decades of significant investments, including $1.4 billion in capital expenditures within our distribution network over the last five years. The network has been developed to serve healthcare facilities and providers across the continuum of care. We have a differentiated network of 70 global distribution facilities and a fleet of more than 2,100 MedTrans trucks in the United States that serve the entire continuum of care. Our owned transportation fleet delivers approximately 80% of the products we offer in the United States and leverages a dynamic route planning system to optimize routes by minimizing miles driven and improving trailer utilization. Our extensive supply chain, with a rigorous focus on reducing cost, enables us to deliver products to our customers at the most attractive unit economics and with better service levels than alternatives. As of December 31, 2025, we carried $4.8 billion in global inventory that, combined with our distribution network and capabilities, enables us to have service levels of 99%.

Our Clinical Solutions. Medline's clinical solutions empower frontline teams with best practice guidance, education and training, and a system of products to help improve clinical outcomes. Our clinicians support our customers, providing clinical expertise and comprehensive products, education, and other solutions to enable the best care, cost-effectively and efficiently. Our solutions include recommendations on best practices and product features that can help providers correctly use products, reduce care variation, and provide more consistent care.

Increasing Returns to Scale. As we grow, Medline is uniquely positioned to benefit from our vertically integrated model and over 1,600 active Prime Vendor relationships. Revenue growth in Medline Brand products increases our purchasing power with our global sourcing partners and enables investments to increase the efficiency of our internal manufacturing capabilities, which may reduce the cost of goods sold. Lowering our cost of goods sold on Medline Brand products provides higher value to our customers and improves our competitive pricing. Growing our customer base results in increased transportation route density, which in turn improves efficiency, lowers costs, and increases service levels for our customers. We reinvest these savings in better customer value, which extends our competitive advantage and accelerates our ability to earn new customers. As we add new customers, we gain better insight into their needs and drive investments in product innovation, resulting in greater

Medline Brand sales growth. The mutual reinforcement of these dynamics compounds over time—we become an increasingly strategic partner for our customers as they continue to grow and scale.

Our Growth Strategy

We have a demonstrated track record of delivering consistent growth over more than half a century, irrespective of economic conditions. We expect to continue to grow in excess of the broader med-surg market due to a combination of strategies that drive our net sales and earnings growth.

Net Sales Growth:

- *Growing with our Prime Vendor Customers*: We have achieved a greater than 98% average Prime Vendor retention rate over the past five years. Importantly, we are partnered with many of the largest healthcare systems across the country and are well-positioned to grow with our customers as their patients' underlying healthcare utilization increases, they build and acquire new sites, and they further consolidate med-surg spend with Medline.

- *Winning New Prime Vendor Customers*: We continue to earn new Prime Vendor customers, which has been a key driver of sustained growth in both Medline Brand and Supply Chain Solutions. Over the past six years, we have signed new Prime Vendor contracts representing approximately $8 billion of annual contract value. Additionally, we continue to expand the scope of our Prime Vendor relationships in non-acute sites of care.

- *Growing Medline Brand with Non-Prime Vendor Customers*: An increasing number of non-Prime Vendor customers are choosing Medline Brand. We will continue to provide high-quality, cost-effective products that meet their med-surg needs and accelerate our expansion within these customers.

- *Continuous Product Innovation*: Innovation is embedded within our product teams, who leverage our salesforce, customer feedback, and our quality and regulatory organizations to develop new Medline Brand products. Our culture of innovation and entrepreneurship and our highly scalable go-to-market model provide us with unique capabilities to bring products to market swiftly.

- *Channel Expansion*: We will continue to evaluate new opportunities to expand our TAM and the markets we serve. We currently serve healthcare providers anywhere a patient, resident, or consumer needs access to medical products. In 2016, we entered the acute care laboratory and diagnostics channel, which we believe is ripe for disruption. Most recently, we expanded into animal health in the United States and dental in Canada. We will continue to evaluate and selectively expand into new channels as opportunities arise.

- *International Expansion*: Our value proposition can help customers across markets internationally, and we expect to tap into the $200 billion international addressable market through both organic and inorganic expansion. We will continue to strategically launch new products and enter new markets and care settings outside the United States. This expansion represents an attractive opportunity, as our International net sales represented only 6.9% of our net sales for the year ended December 31, 2025.

- *M&A Execution*: Our disciplined, global M&A strategy is focused on pursuing adjacent products and services, as well as expanding into new channels. We have a proven strategy for integrating new acquisitions and achieving significant synergies, which has enabled us to acquire businesses at attractive valuations on a post-synergy basis. The breadth of our product channels and our low-cost manufacturing and sourcing model makes Medline a powerful M&A platform. Recent examples of our M&A strategy include the acquisition of a portion of the global surgical solutions business of Ecolab, Inc. including the industry-leading Microtek product lines ("Microtek"), which provides highly complementary products to our Surgical Solutions product category, as well as the acquisition of Sinclair Dental, further extending our distribution capabilities outside the United States.

Earnings Growth:

- *Medline Brand Conversion Opportunity*: To help our customers achieve cost savings, we provide them with Medline Brand products that offer superior or similar quality to third-party products at a more cost-effective price. Medline earns a higher margin on sales of Medline Brand products compared to sales of comparable third-party products. Supply Chain Solutions products for which like-for-like Medline Brand products are available represented approximately $5.0 billion in net sales to existing Prime Vendor customers as of December 31, 2025. Assuming historical margins, if 100% of such products were converted to available like-for-like Medline Brand products, the incremental gross profit opportunity associated with such conversion would be approximately $1.3 billion. Conversion of 100% of this opportunity is not immediately achievable, and we cannot provide any assurance regarding the timing or extent of any such conversions. While we historically have earned higher margins upon conversion from third-party national brand products to like-for-like Medline Brand products, because of the lower average prices for Medline Brand products, there is typically a negative impact on net sales upon the conversion of Supply Chain Solutions products to like-for-like Medline Brand products if volume is assumed to be constant. We believe that the average margins for Supply Chain Solutions products converted to Medline Brand products have not significantly differed from those that have not been converted. Similarly, the average margins of products converted to Medline Brand do not vary materially from their unconverted counterparts. Therefore, we assume our historical estimates will continue with future conversions. For further information on potential risks relating to this conversion opportunity, please refer to "Part I—Item 1A—Risk Factors—Risks Related to Our Business, Industry and Operations—Our failure to establish and maintain Prime Vendor relationships may cause our revenue to decline" in our 2025 Form 10-K incorporated by reference in this prospectus.

- *Operational Execution*: To strengthen our cost advantage on Medline Brand products, we continuously improve our procurement and sourcing functions to further reduce our spend on key inputs. Our relentless scrutiny on our own costs both in our manufacturing and distribution networks helps us to deliver quality products cost effectively. As we scale, our operating leverage will further expand our margins over time.

Our Culture

Our story is one of customer focus that has led to strong performance and success. Every hour of every day, medical professionals rely on Medline products to help them do their jobs. Our work touches the lives of millions of people, yet we are much more than a supplier of world-class medical solutions: we are here to make healthcare run better. We have delivered consecutive net sales growth every year since our inception and today we employ over 45,000 people and operate across more than 100 countries. The work we do enables healthcare providers to deliver the best quality care, in the most financially sustainable way, across the entire continuum of healthcare.

Our culture is guided by our six core values:

- We have a relentless customer focus
- We demonstrate agility and flexibility
- We are gritty problem solvers
- We drive to succeed
- We practice purposeful candor
- We believe relationships matter

Our team of driven and passionate people brings these values to life. Employees are empowered to make meaningful contributions and work with determination to understand our customers' needs and deliver exceptional service. We combine our scale with agility to improve healthcare delivery and embrace our customers' challenges as our own. Medline has been recognized by Forbes as one of America's Best Large Employers.

Investment Risks

An investment in shares of our Class A common stock involves substantial risks and uncertainties that may materially adversely affect our business, financial condition, and results of operations and cash flows. Some of the more significant challenges and risks relating to an investment in our company include, among other things, the following:

- We rely on the proper function, security and availability of our information technology systems and data, as well as those of third parties throughout our global supply chain, to operate our business.
- Our global operations are subject to inherent risks that could materially adversely affect our business, results of operations and financial condition.
- We are subject to extensive and complex laws and governmental regulations and any adverse regulatory action may materially adversely affect our business, results of operations and financial condition both inside and outside the United States.
- We are subject to extensive environmental, health and safety requirements, and our operations involve hazardous and other environmentally sensitive substances.
- We may be unable to derive fully the anticipated benefits from our existing or future acquisitions, joint ventures, investments, dispositions, or other strategic transactions.
- Consolidation in the healthcare industry could have an adverse effect on our business, results of operations and financial condition.
- Foreign currency exchange rate fluctuations could have a significant impact on our results of operations.
- Our profitability and cash flows may be adversely affected by inflationary pressures.
- Uncertain global and domestic macro-economic and political conditions could materially adversely affect our business, results of operations and financial condition.
- We operate in a highly competitive industry, with accelerating pricing pressure and changes in technology.
- The failure to comply with anti-corruption laws or trade restrictions, including economic sanctions, could materially adversely affect our business, results of operations and financial condition and result in civil and/or criminal penalties.
- We may be unable to attract, develop and retain key employees.
- Our substantial indebtedness could adversely affect our financial condition, our ability to operate our business or react to changes in the economy or our industry, prevent us from fulfilling our obligations under our debts and divert our cash flow from operations for debt payments.
- The Designating Stockholders will continue to hold a significant percentage of our stock, and their interests may conflict with ours or yours in the future.

Before you invest in our Class A common stock, you should carefully consider all of the information in this prospectus, including matters set forth under the heading "Risk Factors" herein and in our 2025 Form 10-K, which is incorporated by reference in this prospectus.

Share and Unit Repurchase

In October 2026, our board of directors approved a share repurchase program authorizing us to repurchase up to $1.0 billion of our outstanding Class A common stock and Common Units. We and Medline Holdings have agreed to repurchase an aggregate of $200 million of shares of our Class A common stock and Common Units directly from the selling stockholders in a private, non-underwritten transaction at a price per equity interest equal to the price paid by the underwriters in this offering. At an assumed purchase price of $39.47 per equity interest, the closing sales price of our shares of Class A common stock as reported on Nasdaq on November 13, 2026, the aggregate number of shares of Class A common stock and Common Units repurchased would be 5,067,128. To the extent that Common Units are repurchased from a selling stockholder, upon the closing of the Repurchase, such selling stockholder will also transfer an equivalent number of shares of Class B common stock to us for no additional consideration, and such shares of Class B common stock will be cancelled and retired.

The Repurchase is pursuant to, and will count toward, the share repurchase program described above. The Repurchase has been approved by the Audit Committee of our board of directors in accordance with our policy on transactions with related persons. The Repurchase is expected to close concurrently with the offering and is conditioned upon the closing of this offering. The closing of this offering is not conditioned upon the closing of the Repurchase. The closing of the Repurchase will also be contingent on the satisfaction of customary closing conditions.

The Inflation Reduction Act of 2022 imposes a non-deductible 1% excise tax on the fair market value of stock repurchases after December 31, 2022, that exceed $1.0 million in a taxable year, which may impact the tax efficiency of the Repurchase. Generally, the amount of excise tax would be net of new issuances of shares, and so the issuance of our new shares is expected to reduce the applicability of the excise tax.

The description and the other information in this prospectus regarding the Repurchase is included in this prospectus solely for informational purposes. Nothing in this prospectus should be construed as an offer to sell, or the solicitation of an offer to buy, any of our Class A common stock and Common Units subject to the Repurchase.

Corporate History and Information

Medline has served customers in the healthcare industry for over 50 years. Medline was founded in 1966 by Jim and Jon Mills in Evanston, Illinois. In 1968, we opened our first manufacturing facility. In 1997, Charles N. Mills, Andrew J. Mills, and James D. Abrams, our previous Chief Executive Officer, President, and Chief Operating Officer, respectively, succeeded Jim and Jon to lead the Company and continue its legacy of family management. In October 2021, we entered into a new chapter of our Company's history and received a majority investment from a partnership comprised of funds managed by Blackstone, Carlyle, and H&F.

In 2023, as part of a multi-year succession planning process, we elevated Jim Boyle to Chief Executive Officer, with members of the Mills Family continuing to serve on our board.

Medline Inc. was incorporated in Delaware on November 6, 2024. Our principal executive offices are located at 3 Lakes Drive, Northfield, Illinois 60093, and our telephone number is (847) 949-5500. We maintain a website at *www.medline.com*. The reference to our website is intended to be an inactive textual reference only. **The information contained on, or that can be accessed through, our website is not part of this prospectus.**

The Offering

Class A common stock offered by the selling stockholders	60,000,000 shares (or 69,000,000 shares if the underwriters exercise in full their option to purchase additional shares of Class A common stock).
Class A common stock outstanding after this offering and the Repurchase	895,411,163 shares (or 898,429,447 shares if the underwriters exercise in full their option to purchase additional shares of Class A common stock).
Class A common stock outstanding after this offering and the Repurchase, assuming exchange of all Common Units held by the Continuing Common Unitholders	1,310,254,306 shares (which does not reflect any shares of Class A common stock issuable in exchange for as-converted Incentive Units).
Class B common stock outstanding, after giving effect to this offering and the Repurchase	414,843,143 shares, all of which will be held by the Continuing Common Unitholders (or 411,824,859 shares if the underwriters exercise in full their option to purchase additional shares of Class A common stock).
Use of proceeds	We will not receive any proceeds from the sale of the shares of our Class A common stock offered by the selling stockholders (including any sales pursuant to the underwriters' option to purchase additional shares from the selling stockholders).
Repurchase	We and Medline Holdings have agreed to repurchase an aggregate of $200 million of shares of our Class A common stock and Common Units directly from the selling stockholders in a private, non-underwritten transaction at a price per equity interest equal to the price paid by the underwriters in this offering. At an assumed purchase price of $39.47 per equity interest, the closing sales price of our shares of Class A common stock as reported on Nasdaq on November 13, 2026, the aggregate number of shares of Class A common stock and Common Units repurchased would be 5,067,128. To the extent that Common Units are repurchased from a selling stockholder, upon the closing of the Repurchase, such selling stockholder will also transfer an equivalent number of shares of Class B common stock to us for no additional consideration, and such shares of Class B common stock will be cancelled and retired. The Repurchase is expected to close concurrently with the offering and is conditioned upon the closing of this offering. The closing of this offering is not conditioned upon the closing of the Repurchase. See "—Share and Unit Repurchase."
Conflicts of interest	Affiliates of Blackstone and Carlyle beneficially own in excess of 10% of our issued and outstanding common stock and will receive in excess of 5% of the net proceeds of this offering. Because Blackstone Securities Partners L.P. and TCG Capital Markets L.L.C. are each underwriters in this offering, and their affiliates own in excess of

	10% of our issued and outstanding common stock and will receive in excess of 5% of the net proceeds of this offering, Blackstone Securities Partners L.P. and TCG Capital Markets L.L.C. are deemed to have a "conflict of interest" under Rule 5121 ("Rule 5121") of the Financial Industry Regulatory Authority, Inc. ("FINRA"). Accordingly, this offering is being made in compliance with the requirements of Rule 5121. Pursuant to that rule, the appointment of a "qualified independent underwriter" is not required in connection with this offering as a "bona fide public market," as defined in Rule 5121, exists for our Class A common stock. Neither Blackstone Securities Partners L.P. nor TCG Capital Markets L.L.C. will confirm sales of the securities to any account over which they exercise discretionary authority without the specific written approval of the account holder. See "Underwriting (Conflicts of Interest)."
Voting rights	Each share of our Class A common stock entitles its holder to one vote on all matters to be voted on by stockholders generally. The Continuing Common Unitholders hold all of the initially outstanding shares of our Class B common stock and, upon conversion of vested Incentive Units for Common Units, the converting holders will also receive an equivalent number of shares of Class B common stock. The shares of Class B common stock have no economic rights but entitle each holder to one vote for each share held of record on all matters to be voted on by stockholders generally, with the number of shares of Class B common stock held by each Continuing Unitholder being equivalent to the number of Common Units held by each such Continuing Unitholder. If at any time the ratio at which Common Units are exchangeable for shares of our Class A common stock changes from one-for-one as described under "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus, the number of votes to which Class B common stockholders are entitled will be adjusted accordingly. Holders of shares of our Class B common stock vote together with holders of our Class A common stock as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law. See "Description of Capital Stock—Common Stock—Class B Common Stock."
Dividend policy	We have no current plans to pay dividends on our Class A common stock following this offering. The declaration, amount, and payment of any future dividends will be at the sole discretion of our board of directors and will depend on general economic and business conditions; our financial condition and operating results; our available cash; current and anticipated cash needs; capital requirements; contractual, legal, tax, and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries (including Medline Holdings) to us; and such other factors as our board of directors may deem relevant. Holders of Class B common stock are not entitled to any dividends (other than dividends payable in the form of additional shares of Class B common stock). Medline Inc. is a holding company and has no material assets other than its equity interests held directly or indirectly through wholly

	owned subsidiaries in Medline Holdings. We intend to cause Medline Holdings to make distributions to us in an amount sufficient to cover cash dividends, if any, declared by us. If Medline Holdings makes such distributions to Medline Inc., the other holders of Common Units and any participating Incentive Units (as described below) will be entitled to receive equivalent pro rata distributions. Incentive Units are not entitled to receive distributions (other than tax distributions) until holders of Common Units have received a minimum return as provided in the amended and restated limited partnership agreement of Medline Holdings. However, Incentive Units have the benefit of adjustment provisions that reduce the participation threshold for distributions in respect of which they do not participate until there is no participation threshold, at and after which time the Incentive Units would participate pro rata with distributions on Common Units. The adjustment to the participation threshold of an Incentive Unit for distributions in respect of which such Incentive Unit does not participate is factored into calculating the number of Common Units the holder of vested Incentive Units receives upon conversion of a vested Incentive Unit for a Common Unit. Under the terms of the amended and restated limited partnership agreement, Medline Holdings is obligated to make tax distributions to holders of Units (including Medline Inc.) at certain assumed tax rates. See "Part I—Item 1A—Risk Factors—Risks Related to Our Organizational Structure—Medline Inc. is a holding company and its only material assets are its equity interests held directly or indirectly through wholly owned subsidiaries in Medline Holdings, and it is accordingly dependent upon distributions from Medline Holdings to pay taxes, make payments under the tax receivable agreement, and pay any dividends" in our 2025 Form 10-K incorporated by reference in this prospectus.
Exchange rights of holders of Common Units and Incentive Units	Prior to our IPO, we entered into an exchange agreement with the Continuing Unitholders so that they may (subject to the terms of the exchange agreement) exchange their Common Units (including Common Units issued upon conversion of vested Incentive Units) for shares of Class A common stock of Medline Inc. on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications, whereupon an equivalent number of shares of Class B common stock held by each such Continuing Unitholder will be automatically transferred to us and cancelled and retired upon any such exchange. See "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus. Subject to certain restrictions, the holders of vested Incentive Units have the right to convert their vested Incentive Units into a number of Common Units that generally are equal to (a) the product of the number of vested Incentive Units to be converted with a given per unit participation threshold and then-current difference between the per unit value of a Common Unit at the time of the conversion (based on the public trading price of a share of Class A common stock) and the per unit participation threshold of such vested Incentive Units

	divided by (b) the per unit value of a Common Unit at the time of the conversion (based on the public trading price of a share of Class A common stock), subject to certain adjustments. See "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus. Common Units received upon conversion are exchangeable on a one-for-one basis for shares of Class A common stock of Medline Inc. in accordance with the terms of the exchange agreement. An unvested Incentive Unit is not exchangeable unless and until such Incentive Unit vests.
Tax receivable agreement	Prior to the completion of our IPO, we entered into a tax receivable agreement with certain of our pre-IPO owners that provides for the payment by Medline Inc. to such pre-IPO owners of 90% of certain tax benefits, if any, that Medline Inc. realizes, or is deemed to realize (calculated using certain assumptions), as a result of (i) Medline Inc.'s allocable share of the existing tax basis in Medline Holdings' assets acquired in our IPO, (ii) increases in Medline Inc.'s allocable share of existing tax basis and tax basis adjustments to the tangible and intangible assets of Medline Holdings as a result of sales or exchanges of Common Units (including Common Units issued upon conversion of vested Incentive Units) in connection with or after our IPO, including the exchange of Common Units for shares of our Class A common stock by the selling stockholders in connection with this offering, (iii) Medline Inc.'s utilization of certain tax attributes (including any existing tax basis) of certain entities that are taxable as corporations for U.S. federal income tax purposes through which the pre-IPO owners held their interests in Medline Holdings prior to the Reorganization Transactions, which Medline Inc. acquired in connection with our IPO and (iv) certain other tax benefits related to entering into the tax receivable agreement, including tax benefits attributable to payments under the tax receivable agreement. Sales or exchanges of Common Units (including Common Units issued upon conversion of vested Incentive Units) are expected to result in increases in the tax basis of the assets of Medline Holdings. The existing tax basis, increases in existing tax basis and tax basis adjustments generated over time may increase (for tax purposes) depreciation and amortization deductions available to Medline Inc. for tax purposes and, therefore, may reduce the amount of U.S. federal, state and local tax that Medline Inc. would otherwise be required to pay in the future. Actual tax benefits realized by Medline Inc. may differ from tax benefits calculated under the tax receivable agreement as a result of the use of certain assumptions in the tax receivable agreement, including the use of an assumed blended state and local income tax rate of 6% (as adjusted to take into account the U.S. federal tax benefit of such taxes) to calculate tax benefits. This payment obligation is an obligation of Medline Inc. and not of Medline Holdings. See "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus.
Risk factors	See "Risk Factors" herein and in our 2025 Form 10-K, which is incorporated by reference in this prospectus, for a discussion of risks you should carefully consider before deciding to invest in our Class A common stock.

Certain U.S. federal income tax consequences to non-U.S. holders	For a discussion of certain U.S. federal income tax consequences that may be relevant to non-U.S. stockholders, see "Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders."
Nasdaq trading symbol	"MDLN"

In this prospectus, unless otherwise indicated, the number of shares of Class A common stock outstanding after this offering and the Repurchase and the other information based thereon is based on 878,657,055 shares of Class A common stock outstanding as of November 2, 2026, and assumes the 3,367,790 shares to be purchased pursuant to the Repurchase were not outstanding as of November 2, 2026, and does not reflect:

- 3,018,284 shares of Class A common stock issuable upon exchange of Common Units held by the selling stockholders upon exercise of the underwriters' option to purchase additional shares of Class A common stock;
- 414,843,143 shares of Class A common stock issuable upon exchange of 414,843,143 Common Units (or, if the underwriters exercise their option to purchase additional shares of Class A common stock, 411,824,859 shares of Class A common stock issuable upon exchange of 411,824,859 Common Units) that will be held by the Continuing Common Unitholders immediately following this offering and the Repurchase;
- 30,383,352 shares of Class A common stock underlying awards that have been granted under the Medline Inc. 2025 Omnibus Incentive Plan (the "Omnibus Incentive Plan"), which includes shares of Class A common stock issuable upon exercise, vesting or settlement, as applicable;
- 89,561,510 additional shares of Class A common stock that may be granted under the Omnibus Incentive Plan, including awards we expect to grant to our named executive officers, other executive officers, and independent directors; or
- 28,116,475 shares of Class A common stock available for issuance under the Medline Inc. 2025 Employee Stock Purchase Plan (the "ESPP").

RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, as well as those contained in our 2025 Form 10-K, including the information set forth under "Item 1A—Risk Factors," together with the other information contained or incorporated by reference in this prospectus before deciding to invest in shares of our common stock. If any of the following risks actually occur, our business, results of operation, financial condition, cash flows, and prospects may be materially adversely affected. The risks and uncertainties described below are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also materially and adversely affect our business, results of operations, and financial condition. In such case, the trading price of our common stock could decline and you may lose all or part of your investment. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Forward-Looking Statements" in this prospectus.

Risks Related to this Offering

The Designating Stockholders will continue to hold a significant percentage of our stock, and their interests may conflict with ours or yours in the future.

Immediately following this offering and the Repurchase, the Designating Stockholders will beneficially own or control approximately 51.6% of the combined voting power of our shares eligible to vote in the election of our directors (or 51.1% if the underwriters exercise in full their option to purchase additional shares of Class A common stock). Moreover, we have agreed to nominate to our board individuals designated by the Designating Stockholders in accordance with the director nomination agreements we entered into in connection with our IPO. The Designating Stockholders retain the right to designate directors subject to the maintenance of certain ownership requirements in us. See "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus. For so long as the Designating Stockholders continue to own a significant percentage of our stock, they will still be able to significantly influence the composition of our board of directors and the approval of actions requiring stockholder approval through their voting power. Accordingly, for such period of time, the Designating Stockholders will have significant influence with respect to our management, business plans, and policies, including the appointment and removal of our officers. In particular, for so long as the Designating Stockholders continue to own a significant percentage of our stock, the Designating Stockholders may be able to prevent a change of control of our company or a change in the composition of our board of directors and could preclude any unsolicited acquisition of our company. The concentration of ownership could deprive you of an opportunity to receive a premium for your shares of Class A common stock as part of a sale of our company and ultimately might affect the market price of our Class A common stock.

In addition, immediately following this offering and the Repurchase, the Continuing Common Unitholders (which include certain interests held by our Principal Stockholders) will own 31.7% of the Common Units (or 31.4% if the underwriters exercise in full their option to purchase additional shares of Class A common stock). Because they hold their ownership interest in our business directly in Medline Holdings, rather than through Medline Inc., the Continuing Common Unitholders may have conflicting interests with holders of shares of our Class A common stock. For example, if Medline Holdings makes distributions to Medline Inc., the Continuing Common Unitholders and participating Continuing Incentive Unitholders (as described below) will also be entitled to receive such distributions pro rata in accordance with the percentages of their respective Common Units or Incentive Units, as applicable, in Medline Holdings and their preferences as to the timing and amount of any such distributions may differ from those of our public stockholders. Incentive Units initially will not be entitled to receive distributions (other than tax distributions) until holders of Common Units have received a minimum return as provided in the amended and restated limited partnership agreement of Medline Holdings. However, Incentive Units will have the benefit of adjustment provisions that will reduce the participation threshold for distributions in respect of which they do not participate until there is no participation threshold, at and after which time the Incentive Units would participate pro rata with distributions on Common Units. Although our Designating Stockholders are not holders of Incentive Units, our Named Executive Officers will hold a significant amount of Incentive Units which could create conflicts or misalignment of interest with the Continuing Common Unitholders and holders of shares of our Class A common stock. The pre-IPO owners may also have different tax positions from Medline Inc., which could influence

their decisions regarding whether and when to dispose of assets, especially in light of the tax receivable agreement that we entered into in connection with our IPO, and whether and when to incur new or refinance existing indebtedness. In addition, the structuring of future transactions may take into consideration our pre-IPO owners' tax or other considerations even where no similar benefit would accrue to us. See "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus.

Risks Related to Our Business, Industry, and Operations; Risks Related to Regulation and Legal Proceedings

Quality problems and product liability claims have in the past led, and could in the future lead, to recalls or safety alerts, reputational harm, adverse verdicts, or costly settlements, and could have a material adverse effect on our business, results of operations, and financial condition; we are subject to extensive and complex laws and governmental regulations and any adverse regulatory action may materially adversely affect our business, results of operations, and financial condition both inside and outside the United States.

As disclosed in our 2026 3Q 10-Q, in October 2026, we communicated to customers a voluntary field action, discontinuation, and market exit of Medline Brand beds and that certain Medline Brand beds and associated products may be eligible for repair, replacement, or full or partial refund. On November 13, 2026, we issued a press release, which the FDA reposted on their website, that, among other things, provided information regarding reports of deaths and serious injuries associated with the beds and associated products as of November 8, 2026. The FDA and other governmental authorities have in the past and may in the future take further action related to this and related matters, and we are currently, and may in the future be, subject to product liability or other claims or actions as a result of this recall and related matters. These or other developments, regardless of their ultimate outcome, could harm our reputation and have a material adverse effect on our business, results of operations, and financial condition.

See "Part I—Item 1A—Risk Factors—Risks Related to Our Business, Industry, and Operations—Quality problems and product liability claims have in the past led, and could in the future lead, to recalls or safety alerts, reputational harm, adverse verdicts, or costly settlements, and could have a material adverse effect on our business, results of operations, and financial condition." and "Part I—Item 1A—Risk Factors—Risks Related to Regulation and Legal Proceedings—We are subject to extensive and complex laws and governmental regulations and any adverse regulatory action may materially adversely affect our business, results of operations, and financial condition both inside and outside the United States." in our 2025 Form 10-K. See also "Part I—Item 1—Business—Government Regulation of Medical Devices" and "Part I—Item 1—Business—Post-Marketing Requirements" in our 2025 Form 10-K; "Part I—Financial Information—Item 2—Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Factors and Trends—FDA Matters" in our 2026 2Q Form 10-Q; and "Part I—Financial Information—Item 2—Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Factors and Trends—FDA and Quality Matters" in our 2026 Q3 Form 10-Q.

FORWARD-LOOKING STATEMENTS

This prospectus contains or incorporates by reference forward-looking statements that reflect our current views with respect to, among other things, our operations, our financial performance, and our industry. Forward-looking statements include all statements that are not historical facts. These forward-looking statements are included throughout this prospectus, including in the sections entitled "Summary" and "Risk Factors" herein and in our 2025 Form 10-K, as such factors may be updated from time to time in our periodic filings with the SEC, as well as the other information contained or incorporated by reference in this prospectus, and relate to matters such as our industry, business strategy, goals and expectations concerning our market position, future operations, margins, profitability, capital expenditures, liquidity and capital resources, and other financial and operating information. We may, in some cases, use words such as "anticipate," "assume," "believe," "contemplate," "continue," "could," "estimate," "expect," "foreseeable," "intend," "may," "plan," "potentially," "predict," "project," "seek," "should," "will," or "would," or similar words or phrases that convey uncertainty of future events or outcomes, to identify forward-looking statements included or incorporated by reference in this prospectus. Factors that may cause actual results to differ from expected results include:

- our reliance on the proper function, security, and availability of our information technology systems and data, as well as those of third parties throughout our global supply chain, and the impact of a breach, cyber-attack, or other disruption to these systems or data;
- inherent risks in our global operations;
- our ability to comply with extensive and complex laws and governmental regulations and the cost of adverse regulatory actions;
- the cost of compliance with environmental, health, and safety requirements;
- our ability to realize the expected benefits from the entry into new or amended contracts, planned cost savings, and business improvement initiatives;
- consolidation in the healthcare industry;
- foreign currency exchange rate fluctuations;
- increased inflationary pressures;
- uncertain global macro-economic and political conditions;
- the impact of government-imposed import policies, tariffs, and legislation;
- competition and accelerating price pressure in our markets;
- our ability to comply with anti-bribery laws, anti-corruption laws, and those laws and regulations pertaining to economic sanctions;
- our ability and the ability of third parties we work with to comply with complex and rapidly evolving data privacy, security, and data protection laws and regulations;
- the risks of increasing use of artificial intelligence, automated decision-making and machine learning technology;
- the impact of tax legislation and audits by tax authorities;
- changes to the U.S. and global healthcare environments;

- our reliance on third-party manufacturers, certain significant suppliers and third-party shippers;
- the impact of price fluctuations of key commodities and other factors of production including labor and transportation on our manufacturing business;
- the impact of significant challenges or delays in the Company's sourcing of new products and technologies;
- our concentration in and dependence on certain healthcare provider customers and group purchasing organizations;
- our ability to attract, develop and retain key employees;
- our reliance on the proper functioning of critical facilities and distribution networks;
- the cost of litigation brought by third parties claiming infringement, misappropriation, or other violation by us of their intellectual property rights;
- potential requirements to recognize impairment charges related to goodwill, identified intangible assets, and fixed assets;
- our ability to derive fully the anticipated benefits from our existing or future acquisitions, joint ventures, investments, dispositions, or other strategic transactions;
- quality problems, recalls, and product liability claims;
- climate change and legal, regulatory, and market measures to address climate change;
- our aspirations, goals, and disclosures related to ESG and sustainability matters;
- the unfavorable outcome of legal proceedings we are involved in;
- our ability to comply with laws and regulations relating to reimbursement of healthcare goods and services;
- our ability and the ability of third parties we work with to reduce expenses if we experience decreasing prices for our goods and services;
- the adequacy of our insurance program to cover future losses;
- our ability to obtain, maintain, protect, and enforce our intellectual property rights;
- our dependence on positive perceptions of our reputation;
- our substantial indebtedness and ability to incur substantially more debt;
- our exposure to the financial risks associated with interest rate fluctuations on our variable rate debt;
- restrictive covenants in our debt agreements, which may restrict our ability to pursue our business strategies and our ability to comply with them; and
- other factors discussed under "Risk Factors" herein and in our 2025 Form 10-K, as well as contained or incorporated by reference in this prospectus.

The forward-looking statements contained or incorporated by reference in this prospectus are based on management's current expectations and are subject to uncertainty and changes in circumstances. Although we believe that the assumptions underlying the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance, or achievements. There are a number of factors, many of which are beyond our control, that could cause actual results to differ materially from the results anticipated by these forward-looking statements. For a more detailed discussion of these and other factors, see the information under the section "Risk Factors" herein and in our 2025 Form 10-K, as well as "Part I—Financial Information—Item 2—Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2026 Q3 Form 10-Q and "Part II —Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our 2025 Form 10-K, in each case incorporated by reference in this prospectus. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included or incorporated by reference in this prospectus. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, our actual results may vary in material respects from those expressed or implied in these forward-looking statements.

The forward-looking statements included or incorporated by reference in this prospectus speak only as of the date of this prospectus or as of the date they are made, as applicable. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, investments, or other strategic transactions we may make. Except as otherwise required by law, we disclaim any intent or obligation to update any "forward-looking statement" made or incorporated by reference in this prospectus to reflect changed assumptions, the occurrence of unanticipated events, or changes to future operating results over time.

MARKET AND INDUSTRY DATA

This prospectus and the documents incorporated by reference herein include market and industry data and forecasts that we have derived from independent consultant reports, publicly available information, various independent industry publications, other independent sources, and our internal data, surveys, and estimates. Independent consultant reports, independent industry publications, and other independent sources generally indicate that the information contained therein was obtained from sources believed to be reliable. Additionally, you should assume that any such information in documents that we have incorporated by reference is derived from sources and internal data and estimates available as of the date of such document incorporated by reference.

Although we believe that these third-party sources are reliable, we do not guarantee the accuracy or completeness of this information, and neither we nor the underwriters have independently verified this information. Some market data and statistical information are also based on our good faith estimates, which are derived from management's knowledge of our industry and such independent sources referred to above. Certain market, ranking, and industry data included elsewhere or incorporated by reference in this prospectus, including the size of certain markets and our size or position and the positions of our competitors within these markets, including our services relative to our competitors, are based on estimates of our management. These estimates have been derived from our management's knowledge and experience in the markets in which we operate, as well as information obtained from surveys, reports by market research firms, our customers, distributors, suppliers, trade and business organizations, and other contacts in the markets in which we operate and have not been verified by independent sources. Our internal data and estimates are based upon information obtained from trade and business organizations and other contacts in the markets in which we operate, internal surveys, and our management's understanding of industry conditions. Although we believe that such information is reliable, we have not had this information verified by any independent sources.

In addition, assumptions and estimates of our and our industry's future performance are subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors" herein and in our 2025 Form 10-K. These and other factors could cause our future performance to differ materially from our assumptions and estimates. See "Forward-Looking Statements." As a result, you should be aware that market, ranking, and other similar industry data included or incorporated by reference in this prospectus, and estimates and beliefs based on that data, may not be reliable. Neither we nor the underwriters can guarantee the accuracy or completeness of any such information contained or incorporated by reference in this prospectus.

Statements regarding our market position (including statements that we are the largest company in a particular market), unless otherwise noted, are based on our 2025 net sales in the relevant market relative to the publicly reported net sales of our competitors in such market, including with respect to our statement of being the largest provider of med-surg products and supply chain solutions serving all points of care, as that statement is based on our 2025 net sales relative to the publicly reported net sales of med-surg products by companies that are both med-surg manufacturers and distributors.

We define our TAM as the U.S. and international med-surg markets and calculate our TAM based on our customer footprint, competencies, and commercial strategy. As a result, our TAM figures exclude categories that could otherwise be considered as potentially addressable because we do not have current plans to directly pursue them through our manufacturing or sourcing networks. We define our SAM for Medline Brand products as the portion of our U.S. TAM directly addressable by our existing Medline Brand portfolio and capabilities. We calculate our TAM and SAM estimates included in this prospectus using internally prepared analyses that rely on independent data extracts and research, publicly available information regarding our competitors, and internal market estimates.

TRADEMARKS, TRADE NAMES, AND SERVICE MARKS

We own or have the right to use trademarks, trade names, and service marks used in connection with our business, including, but not limited to, Medline, Curad, Microtek, Hudson, and Proxima, which are protected under applicable intellectual property laws. All trademarks, trade names, and service marks referred to in this prospectus are the property of their respective owners. Solely for convenience, our trademarks, trade names, and service marks referred to in this prospectus may appear without the ®, ™ or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent permitted under applicable law, our rights or the right of the applicable licensor to these trademarks, trade names, and service marks. We do not intend our use or display of other parties' trademarks, trade names or service marks to imply, and such use or display should not be construed to imply a relationship with, or endorsement or sponsorship of us by, these other parties.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the shares of our Class A common stock offered by the selling stockholders (including any sales pursuant to the underwriters' option to purchase additional shares from the selling stockholders).

DIVIDEND POLICY

We have no current plans to pay dividends on our Class A common stock. The declaration, amount and payment of any future dividends on shares of Class A common stock will be at the sole discretion of our board of directors subject to capital availability, applicable laws, and compliance with contractual restrictions and covenants in the agreements governing our current and future indebtedness, as well as our amended and restated certificate of incorporation. We may reduce or discontinue entirely the payment of such dividends at any time. Our board of directors may take into account general and economic conditions, our financial condition and operating results, our available cash, current and anticipated cash needs, capital requirements, contractual, legal, tax, and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries to us, and such other factors as our board of directors may deem relevant. Our amended and restated certificate of incorporation provides that holders of Class B common stock shall not be entitled to any dividends on their shares of Class B common stock (other than dividends payable in the form of additional shares of Class B common stock).

Medline Inc. is a holding company and has no material assets other than its ownership of Common Units held directly or indirectly through wholly owned subsidiaries in Medline Holdings. We intend to cause Medline Holdings to make distributions to us in an amount sufficient to cover our taxes, expenses, and obligations under the tax receivable agreement as well as any cash dividends declared by us. If Medline Holdings makes such distributions to Medline Inc., the other holders of Common Units and any participating Incentive Units (as described below) will also be entitled to receive distributions pro rata in accordance with the percentages of their respective Common Units or Incentive Units, as applicable, held. Incentive Units initially will not be entitled to receive distributions (other than tax distributions) until holders of Common Units have received a minimum return as provided in the amended and restated limited partnership agreement of Medline Holdings. However, Incentive Units will have the benefit of adjustment provisions that will reduce the participation threshold for distributions in respect of which they do not participate until there is no participation threshold, at and after which time the Incentive Units would participate pro rata with distributions on Common Units. The adjustment to the participation threshold of an Incentive Unit for distributions in respect of which such Incentive Unit does not participate will be factored into calculating the number of Common Units the holder of vested Incentive Units would receive upon conversion of a vested Incentive Unit for a Common Unit.

The amended and restated limited partnership agreement of Medline Holdings provides that pro rata cash distributions be made to Continuing Unitholders (including Medline Inc.) at certain assumed tax rates, which we refer to as "tax distributions." Tax distributions will be pro rata as among the Common Units. See "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus. We anticipate that amounts received by Medline Inc. in certain periods are likely to exceed Medline Inc.'s actual tax liabilities and obligations to make payments under the tax receivable agreement. Our board of directors, in its sole discretion, will make any determination from time to time with respect to the use of any such excess cash so accumulated, which may include, among other uses, funding repurchases of Class A common stock; acquiring additional Common Units at a per unit price determined by reference to the market value of the Class A common stock; paying dividends, which may include special dividends, on its Class A common stock; or any combination of the foregoing. We also expect, if necessary, to undertake ameliorative actions, which may include pro rata or non-pro rata reclassifications, combinations, subdivisions or adjustments of outstanding Common Units, to maintain 1:1 parity between Common Units and shares of Class A common stock. See "Part I—Item 1A—Risk Factors—Risks Related to Our Organizational Structure—Medline Inc. is a holding company and its only material assets are its equity interests held directly or indirectly through wholly owned subsidiaries in Medline Holdings, and it is accordingly dependent upon distributions from Medline Holdings to pay taxes, make payments under the tax receivable agreement, and pay any dividends" in our 2025 Form 10-K incorporated by reference in this prospectus.

The credit agreement governing our senior secured credit facilities and the indentures governing certain of our senior notes contain a number of covenants that restrict, subject to certain exceptions, the ability of the restricted subsidiaries of Medline Holdings to pay dividends or distributions to us.

Any financing arrangements that we enter into in the future may include restrictive covenants that limit our ability to pay dividends. In addition, Medline Holdings is generally prohibited under Delaware law from making a distribution to a member to the extent that, at the time of the distribution, after giving effect to the distribution, liabilities of Medline Holdings (with certain exceptions) exceed the fair value of its assets. Subsidiaries of Medline Holdings are generally subject to similar legal limitations on their ability to make distributions to Medline Holdings.

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth information regarding the beneficial ownership of shares of our Class A common stock and our Class B common stock as of November 2, 2026, by (1) the selling stockholders, (2) each person known to us to beneficially own more than 5% of any class of the outstanding voting securities of Medline Inc., (3) each of our directors and named executive officers and (4) all of our directors and executive officers as a group.

The percentage of beneficial ownership of shares of our Class A common stock and our Class B common stock outstanding before the offering and the Repurchase set forth below is based on the number of shares of our Class A common stock and our Class B common stock issued and outstanding as of November 2, 2026. The percentage of beneficial ownership of our Class A common stock and our Class B common stock after the offering and the Repurchase set forth below is based on shares of our Class A common stock and our Class B common stock issued and outstanding immediately after the offering and the Repurchase. We and Medline Holdings have agreed to repurchase an aggregate of $200 million of shares of our Class A common stock and Common Units directly from the selling stockholders in a private, non-underwritten transaction at a price per equity interest equal to the price paid by the underwriters in this offering. At an assumed purchase price of $39.47 per equity interest, the closing sales price of our shares of Class A common stock as reported on Nasdaq on November 13, 2026, the aggregate number of shares of Class A common stock and Common Units repurchased would be 5,067,128. To the extent that Common Units are repurchased from a selling stockholder, upon the closing of the Repurchase, such selling stockholder will also transfer an equivalent number of shares of Class B common stock to us for no additional consideration, and such shares of Class B common stock will be cancelled and retired. The Repurchase is expected to close concurrently with the offering and is conditioned upon the closing of this offering. The closing of this offering is not conditioned upon the closing of the Repurchase. See “Summary—Share and Unit Repurchase.”

Beneficial ownership is determined in accordance with the rules of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. In addition, these rules require that we include shares of Class A common stock and/or Class B common stock, as applicable, issuable pursuant to the exchange of Common Units, conversion of vested Incentive Units, or otherwise are either immediately exchangeable or convertible within 60 days of November 2, 2026. These securities are deemed to be outstanding and beneficially owned by the person holding those Common Units or Incentive Units, as applicable, for the purpose of computing the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all securities shown as beneficially owned by them, subject to applicable community property laws.

Except as otherwise noted below, the address for persons listed in the table is c/o Medline Inc., 3 Lakes Drive, Northfield, Illinois 60093.

In connection with the IPO, we issued to each Continuing Common Unitholder one share of Class B common stock for each Common Unit such Continuing Common Unitholder beneficially owned immediately prior to the consummation of the Reorganization Transactions. Upon conversion of vested Incentive Units for Common Units, the converting holders also receive an equivalent number of shares of Class B common stock. Upon an exchange by any such Continuing Unitholder of Common Units for shares of our Class A common stock pursuant to the Exchange Agreement, an equivalent number of shares of Class B common stock held by each such Continuing Unitholder will be automatically transferred to us and cancelled and retired. See “Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence” in our 2025 Form 10-K incorporated by reference in this prospectus. As a result, the number of shares of our Class B common stock listed in the table below correlates to the number of Common Units each Continuing Unitholder beneficially owns. The Continuing Common Unitholders hold all of the outstanding shares of our Class B common stock. The shares of Class B common stock have no economic rights but entitle each holder to one vote for each share held of record on all matters to be voted on by stockholders generally, with the number of shares of Class B common stock held by each Continuing Unitholder being equivalent to the number of Common Units held by each such Continuing Unitholder.

Name of Beneficial Owner	Class A Common Stock Beneficially Owned[1]						Class B Common Stock Beneficially Owned[1]						Class A Common Stock to Be Sold in this Offering[2]		Combined Voting Power[3]		
	Prior to the Offering Transactions and the Repurchase		After the Offering Transactions and the Repurchase Assuming Underwriters' Option is Not Exercised		After the Offering Transactions and the Repurchase Assuming Underwriters' Option is Exercised in Full		Prior to the Offering Transactions and the Repurchase		After the Offering Transactions and the Repurchase Assuming Underwriters' Option is Not Exercised		After the Offering Transactions and the Repurchase Assuming Underwriters' Option is Exercised in Full		Assuming Underwriters' Option is Not Exercised	Assuming Underwriters' Option is Exercised in Full	Prior to the Offering Transactions and the Repurchase	After the Offering Transactions and the Repurchase Assuming Underwriters' Option is Not Exercised	After the Offering Transactions and the Repurchase Assuming Underwriters' Option is Exercised in Full
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage	Number	Number		Percentage	
Blackstone[4]	101,791,008	11.6%	88,173,170	9.8%	86,289,568	9.6%	51,536,667	11.8%	44,502,035	10.7%	43,529,014	10.6%	19,044,150	21,900,773	11.7%	10.1%	9.9%
Carlyle[5]	125,454,241	14.3%	118,805,546	13.3%	117,885,908	13.1%	61,629,472	14.1%	57,951,523	14.0%	57,442,794	13.9%	9,522,456	10,950,823	14.2%	13.5%	13.4%
H&F[6]	70,874,326	8.1%	61,330,510	6.8%	60,010,421	6.7%	82,453,349	18.9%	71,344,694	17.2%	69,808,160	17.0%	19,044,150	21,900,773	11.7%	10.1%	9.9%
Mozart HoldCo, Inc.[7]	787,648	*	787,648	*	787,648	*	233,520,656	53.5%	233,520,656	56.3%	233,520,656	56.7%	—	—	17.8%	17.9%	17.9%
GIC Private Limited[8]	74,634,102	8.5%	64,581,261	7.2%	63,190,765	7.0%	—	—	—	—	—	—	9,269,971	10,660,467	5.7%	4.9%	4.8%
Abu Dhabi Investment Authority[9]	25,941,265	3.0%	22,558,563	2.5%	22,090,672	2.5%	—	—	—	—	—	—	3,119,273	3,587,164	2.0%	1.7%	1.7%
James M. Boyle[10]	5,564	*	5,564	*	5,564	*	2,672,026	*	2,672,026	*	2,672,026	*	—	—	*	*	*
James M. Pigott[11]	—	—	—	—	—	—	2,235,659	*	2,235,659	*	2,235,659	*	—	—	*	*	*
Michael B. Drazin[12]	4,558	*	4,558	*	4,558	*	1,724,497	*	1,724,497	*	1,724,497	*	—	—	*	*	*
Stephen L. Miller[13]	4,558	*	4,558	*	4,558	*	473,465	*	473,465	*	473,465	*	—	—	*	*	*
Douglas P. Golwas[14]	4,558	*	4,558	*	4,558	*	1,234,684	*	1,234,684	*	1,234,684	*	—	—	*	*	*
Joseph P. Baratta	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Jacob D. Best	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Todd M. Bluedorn	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Richard A. Galanti	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Patrick J. Healy[15]	1,407,515	*	1,407,515	*	1,407,515	*	—	—	—	—	—	—	—	—	*	*	*
Andrew J. Mills[16]	2,586,206	*	2,586,206	*	2,586,206	*	30,655	*	30,655	*	30,655	*	—	—	*	*	*
Charles N. Mills[17]	2,579,310	*	2,579,310	*	2,579,310	*	64,005	*	64,005	*	64,005	*	—	—	*	*	*
Robert R. Schmidt	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Anushka M. Sunder	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Thomas W. Sweet	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Stephen H. Wise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Directors and executive officers as a group (18 persons)[18]	6,599,630	*	6,599,630	*	6,599,630	*	9,157,416	2.1%	9,157,416	2.2%	9,157,416	2.2%	—	—	1.2%	1.2%	1.2%
Other 5% Stockholders:																	
Capital Research Global Investors[19]	47,768,233	5.4%	47,768,233	5.3%	47,768,233	5.3%	—	—	—	—	—	—	—	—	3.6%	3.6%	3.6%
FMR LLC[20]	46,929,204	5.3%	46,929,204	5.2%	46,929,204	5.2%	—	—	—	—	—	—	—	—	3.6%	3.6%	3.6%

* Represents less than 1%.

(1) Subject to the terms of the exchange agreement, Common Units are exchangeable for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications, whereupon an equivalent number of shares of Class B common stock held by each such Continuing Unitholder will be automatically transferred to us and cancelled and retired upon any such exchange. See "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus. The Continuing Common Unitholders hold all of the issued and outstanding shares of our Class B common stock, and the number of shares of our Class B common stock listed in the table above correlates to the number of Common Units each Continuing Common Unitholder beneficially owns. Beneficial ownership of Common Units or of shares of our Class B common stock reflected in this table has not been also reflected as beneficial ownership of shares of our Class A common stock for which Common Units may be exchanged.

(2) Prior to the consummation of this offering, we will issue to certain selling stockholders 20,121,898 shares of our Class A common stock (or 23,140,182 shares of our Class A common stock if the underwriters exercise in full their option to purchase additional shares of Class A common stock) that will be issued in exchange for an equivalent number of outstanding Common Units, all of which will be sold by the selling stockholders in this offering.

The number of shares of Class A common stock offered by Blackstone includes: 5,635,181 shares offered for the account of BX Mozart ML-1 Holdco L.P. and 851,626 shares offered for the account of Mozart Aggregator UNLV Holdco L.P. (or 6,480,458 shares offered for the account of BX Mozart ML-1 Holdco L.P. and 979,370 shares offered for the account of Mozart Aggregator UNLV Holdco L.P. if the underwriters exercise in full their option to purchase additional shares of Class A common stock), which shares will, in each case, be issued for the account of such persons in exchange for an equivalent number of Common Units held by such persons.

The number of shares of Class A common stock offered by Carlyle includes: 2,656,583 shares offered for the account of CP Circle ML-1 Holdco, L.P. and 734,945 shares offered for the account of CP Circle UNLV Holdco, L.P. (or 3,055,070 shares offered for the account of CP Circle ML-1 Holdco, L.P. and 845,187 shares offered for the account of CP Circle UNLV Holdco, L.P. if the underwriters exercise in full their option to purchase additional shares of Class A common stock), which shares will, in each case, be issued for the account of such persons in exchange for an equivalent number of Common Units held by such persons.

The number of shares of Class A common stock offered by H&F includes: 10,243,563 shares offered for the account of Mend Investment Holdings I, L.P. (or 11,780,097 shares offered for the account of Mend Investment Holdings I, L.P. if the underwriters exercise in full their option to purchase additional shares of Class A common stock), which shares will, in each case, be issued for the account of such person in exchange for an equivalent number of Common Units held by such person.

(3) Represents percentage of voting power of the shares eligible to vote in the election of directors of Medline Inc. voting together as a single class. See "Description of Capital Stock—Common Stock."

(4) Reflects the repurchase of 951,555 and 108,940 shares of Class A common stock from BX Mozart ML-2 Holdco, L.P. and Mozart Aggregator II UNLV Holdco L.P., respectively, and 475,904 and 71,921 Common Units from BX Mozart ML-1 Holdco, L.P. and Mozart Aggregator UNLV Holdco L.P., respectively. BX Mozart ML-1 Holdco, L.P. and Mozart Aggregator UNLV Holdco L.P. will also transfer an equivalent number of shares of Class B common stock to us for no additional consideration, and such shares of Class B common stock will be cancelled and retired.

The Blackstone Funds that will be selling stockholders in this offering are BX Mozart ML-1 Holdco, L.P., Mozart Aggregator UNLV Holdco L.P., BX Mozart ML-2 Holdco, L.P., and Mozart Aggregator II UNLV Holdco L.P. (collectively, the "Blackstone Funds"). They are offering 5,635,181, 851,626, 11,267,378 and 1,289,965 shares, respectively.

Reflects 10,185 shares of Class A common stock and 38,659,543 shares of Class B common stock directly held by BX Mozart ML-1 Holdco L.P., 1,539 shares of Class A common stock and 5,842,492 shares of Class B common stock directly held by Mozart Aggregator UNLV Holdco L.P., 77,318,980 shares of Class A common stock directly held by BX Mozart ML-2 Holdco L.P., 8,851,999 shares of Class A common stock directly held by Mozart Aggregator II UNLV Holdco L.P., and 1,990,467 shares of Class A common stock directly held by Mozart Aggregator II LP. Does not reflect any reduction in beneficial ownership associated with any distributions of shares of Class A common stock in kind to certain of its affiliates and limited partners following the consummation of this offering. Any recipients of such distributions would be subject to a lock-up agreement with the underwriters. It is expected that the Blackstone Funds will act as selling stockholders with respect to the shares they directly hold and the shares that they receive in exchange for Common Units.

BX Mozart ML-1 Holdco GP L.L.C. is the general partner of BX Mozart ML-1 Holdco L.P. BCP Mozart Aggregator L.P. is the managing member of BX Mozart ML-1 Holdco GP L.L.C.

BCP 8 Holdings Mozart Manager L.L.C. is the general partner of BCP Mozart Aggregator L.P. BMA VIII L.L.C. is the managing member of BCP 8 Holdings Mozart Manager L.L.C.

BCP 8 Holdings Mozart Manager L.L.C. is the general partner of Mozart Aggregator UNLV Holdco L.P. BMA VIII L.L.C. is the managing member of BCP 8 Holdings Mozart Manager L.L.C.

BX Mozart ML-2 Holdco GP L.L.C. is the general partner of BX Mozart ML-2 Holdco L.P. Mozart Aggregator II LP is the managing member of BX Mozart ML-2 Holdco GP L.L.C.

Blackstone Management Associates VIII L.P. is the general partner of Mozart Aggregator II LP. BMA VIII L.L.C. is the general partner of Blackstone Management Associates VIII L.P.

Blackstone Management Associates VIII L.P. is the general partner of Mozart Aggregator II UNLV Holdco L.P. BMA VIII L.L.C. is the general partner of Blackstone Management Associates VIII L.P.

Blackstone Holdings II L.P. is the managing member of BMA VIII L.L.C. Blackstone Holdings I/II GP L.L.C. is the general partner of Blackstone Holdings II L.P.

Blackstone Inc. is the sole member of Blackstone Holdings I/II GP L.L.C. The sole holder of the Series II preferred stock of Blackstone Inc. is Blackstone Group Management L.L.C. Blackstone Group Management L.L.C. is wholly-owned by Blackstone's senior managing directors and controlled by its founder, Stephen A. Schwarzman.

Each of the Blackstone entities described in this footnote and Stephen A. Schwarzman may be deemed to beneficially own the securities directly or indirectly controlled by such Blackstone entities or him, but each disclaims beneficial ownership of such securities (other than the Blackstone Funds to the extent of their direct holdings). The address of Mr. Schwarzman and each of the other entities listed in this footnote is c/o Blackstone Inc., 345 Park Avenue, New York, New York 10154.

Based on information provided to us, as of the date of this prospectus, certain of the Blackstone Funds have pledged, hypothecated, or granted security interests in substantially all of the shares of Class A common stock and Class B common stock held by them pursuant to a margin loan agreement with customary default provisions. In the event of a default under the margin loan agreement, the secured parties may foreclose upon any and all of the shares of Class A common stock or of Class B common stock pledged to them and may seek recourse against the borrowers.

(5) Reflects the repurchase of 1,083, 235,670, 107,622, 26,709, 9,852, 71,209, 62,237 and 3,385 shares of Class A common stock from CP Circle ML-2 Holdco, L.P., CP Circle ML-3 Holdco, L.P., CP Circle ML-4 Holdco, L.P., CP Circle ML-5 Holdco, L.P., CP Circle ML-6 Holdco, L.P., CP Circle ML-7 Holdco, L.P., Carlyle Mozart Coinvestment UNLV Holdco, L.P. and CPEP Circle Holdings L.P., respectively, and 224,354 and 62,067 Common Units from CP Circle ML-1 Holdco, L.P. and CP Circle UNLV Holdco, L.P., respectively. CP Circle ML-1 Holdco, L.P. and CP Circle UNLV Holdco, L.P. will also transfer an equivalent number of shares of Class B common stock to us for no additional consideration, and such shares of Class B common stock will be cancelled and retired.

The Carlyle Funds (as defined herein) that will be selling stockholders in this offering are CP Circle ML-1 Holdco, L.P., CP Circle UNLV Holdco, L.P., CP Circle ML-2 Holdco, L.P., CP Circle ML-3 Holdco, L.P., CP Circle ML-4 Holdco, L.P., CP Circle ML-5 Holdco, L.P., CP Circle ML-6 Holdco, L.P., CP Circle ML-7 Holdco, L.P., Carlyle Mozart Coinvestment UNLV Holdco, L.P., and CPEP Circle Holdings L.P. (collectively, the "Selling Carlyle Funds"). They are offering 2,656,583, 734,945, 12,832, 2,790,574, 1,274,361, 316,261, 116,667, 843,196, 736,949 and 40,088 shares, respectively.

Reflects 9,454 shares of Class A common stock and 45,393,414 shares of Class B common stock directly held by CP Circle ML-1 Holdco, L.P., 2,615 shares of Class A common stock and 12,558,109 shares of Class B common stock directly held by CP Circle UNLV Holdco, L.P., 219,316 shares of Class A common stock directly held by CP Circle ML-2 Holdco, L.P., 47,692,857 shares of Class A common stock

directly held by CP Circle ML-3 Holdco, L.P., 21,779,732 shares of Class A common stock directly held by CP Circle ML-4 Holdco, L.P., 5,405,131 shares of Class A common stock directly held by CP Circle ML-5 Holdco, L.P., 1,993,915 shares of Class A common stock directly held by CP Circle ML-6 Holdco, L.P., 14,410,805 shares of Class A common stock directly held by CP Circle ML-7 Holdco, L.P., 12,594,979 shares of Class A common stock directly held by Carlyle Mozart Coinvestment UNLV Holdco, L.P., 14,011,611 shares of Class A common stock directly held by Carlyle Mozart Coinvestment Holdings, L.P., and 685,131 shares of Class A common stock directly held by CPEP Circle Holdings L.P. (Carlyle Mozart Coinvestment Holdings, L.P., Carlyle Mozart Coinvestment UNLV Holdco, L.P., CP Circle ML-7 Holdco, L.P., CP Circle ML-6 Holdco, L.P., CP Circle ML-5 Holdco, L.P., CP Circle ML-4 Holdco, L.P., CP Circle ML-3 Holdco, L.P., CP Circle ML-2 Holdco, L.P., CP Circle ML-1 Holdco, L.P., CP Circle UNLV Holdco, L.P., and CPEP Circle Holdings L.P., collectively, the "Carlyle Funds"). Does not reflect any reduction in beneficial ownership associated with any distributions of shares of Class A common stock in kind to certain of its affiliates and limited partners following the consummation of this offering. Any recipients of such distributions would be subject to a lock-up agreement with the underwriters. It is expected that the Selling Carlyle Funds will act as selling stockholders with respect to the shares they directly hold and the shares that they receive in exchange for Common Units.

The Carlyle Group Inc., a publicly traded company listed on Nasdaq, is the sole shareholder of Carlyle Holdings I GP Inc., which is the sole member of Carlyle Holdings I GP Sub L.L.C., which is the general partner of Carlyle Holdings I L.P., which, with respect to the securities managed by TC Group VII S1, L.P. and CPEP GP, LLC, is the managing member of CG Subsidiary Holdings L.L.C., which is the sole member of TC Group, L.L.C., which is the general partner of TC Group Sub L.P., which is the managing member of TC Group VII S1, L.L.C., which is the general partner of TC Group VII S1, L.P., which is the general partner of each of Carlyle Mozart Coinvestment Holdings, L.P., CP Circle Holdings, L.P., CP Circle UNLV Holdco, L.P., Carlyle Mozart Coinvestment UNLV Holdco, L.P., and CP VII Circle Holdings – A, L.P., which is the managing member of CP Circle ML Holdco GP, LLC, which is the general partner of each of CP Circle ML-7 Holdco, L.P., CP Circle ML-6 Holdco, L.P., CP Circle ML-5 Holdco, L.P., CP Circle ML-4 Holdco, L.P., CP Circle ML-3 Holdco, L.P. and CP Circle ML-2 Holdco, L.P. CP Circle Holdings, L.P. is the managing member of CP Circle ML-1 Holdco GP, LLC, which is the general partner of CP Circle ML-1 Holdco, L.P.

CG Subsidiary Holdings L.L.C. is also the sole shareholder of TC Group VIII Lux GP, S.à r.l., which is the Luxembourg general partner of CP VIII Circle AIF Holdings, S.C.Sp., and the managing member of CPEP GP, LLC, which is the general partner of CPEP Circle Holdings L.P.

Voting and investment determinations with respect to the securities held by the Carlyle VII Funds are made by the investment committee of TC Group VII S1, L.P. Voting and investment determinations with respect to the securities held by the Carlyle VIII Funds are made by the investment committee of TC Group VIII, L.P. Each of these investment committees is comprised of William Conway, Jr., Daniel D'Aniello, David Rubenstein, Allan Holt, Sandra Horbach, Brian Bernasek, James Burr, Ian Fujiyama, Patrick McCarter, William McMullan, Martin Sumner, Stephen Wise, Robert Schmidt, Joe Bress, Jeremy Anderson and Marco De Benedetti as a non-voting observer. Each member of the investment committees disclaims beneficial ownership of all such securities.

Additionally, voting and investment determinations with respect to the securities held by CPEP Circle Holdings L.P. are made by the investment committee of CPEP GP, LLC, which is comprised of David Rubenstein, Sandra Horbach, John C. Redett, John Pavelski, Brian Bernasek, and Jason Thomas, with Michael Wand, Vlad Lasocki, X.D. Yang, and Kazuhiro Yamada serving as non-voting observers. Each member of the investment committees disclaims beneficial ownership of all such securities.

The address for TC Group VII Lux GP, S.à r.l. is c/o The Carlyle Group 2, avenue Charles de Gaulle, L-1653 Luxembourg, Luxembourg. The address for each of TC Group VIII Lux GP, S.à r.l., CP VII Circle AIF Holdings, S.C.Sp. and CP VIII Circle AIF Holdings, S.C.Sp. is 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg. The address for each of the other entities named in this footnote is c/o The Carlyle Group, 1001 Pennsylvania Avenue, NW, Suite 220 South, Washington, D.C. 20004.

Based on information provided to us, as of the date of this prospectus, certain of the Carlyle Funds have pledged, hypothecated, or granted security interests in substantially all of the shares of Class A common stock and Class B common stock held by them pursuant to a margin loan agreement with customary default provisions. In the event of a default under the margin loan agreement, the secured parties may foreclose upon any and all of the shares of Class A common stock or of Class B common stock pledged to them and may seek recourse against the borrowers.

(6) Reflects the repurchase of 35,902, 640,429 and 66,898 shares of Class A common stock from Mend Partners II, L.P., Hellman & Friedman Capital Partners X (Parallel), L.P. and HFCP X (Parallel – A), L.P., respectively, and 865,092 Common Units from Mend Investment Holdings I, L.P. Mend Investment Holdings I, L.P. will also transfer an equivalent number of shares of Class B common stock to us for no additional consideration, and such shares of Class B common stock will be cancelled and retired.

Hellman & Friedman Capital Partners X (Parallel), L.P., HFCP X (Parallel – A), L.P., Mend Partners II, L.P. and Mend Investment Holdings I, L.P. (collectively referred to as the "H&F Funds") will be selling stockholders in this offering. They are offering 7,583,323, 792,146, 425,118 and 10,243,563 shares of Class A common stock, respectively.

Reflects 52,830,867 shares of Class A common stock held by Hellman & Friedman Capital Partners X (Parallel), L.P., 5,518,654 shares of Class A common stock held by HFCP X (Parallel – A), L.P., 2,961,679 shares of Class A common stock held by Mend Partners II, L.P. and 19,310 shares of Class A common stock and 71,344,694 shares of Class B common stock held by Mend Investment Holdings I, L.P. Does not reflect any reduction in beneficial ownership associated with any distributions or contributions of shares of Class A common stock in kind to certain of their affiliates and limited partners in connection with the consummation of this offering. Any recipients of such distributions or contributions would be subject to a lock-up agreement with the underwriters. It is expected that Mend Investment Holdings I, L.P. will act as selling stockholder with respect to the shares that it receives in exchange for Common Units.

Hellman & Friedman Investors X, L.P. ("Investors X GP") is the general partner of Hellman & Friedman Capital Partners X (Parallel), L.P. and HFCP X (Parallel – A), L.P.

Mend Partners GP, LLC ("Mend GP") is the general partner of Mend Partners II, L.P. Investors X GP is the managing member of Mend GP.

Mend Investment Holdings GP, LLC ("Mend Investment GP") is the general partner of Mend Investment Holdings I, L.P. Hellman & Friedman Capital Partners X, L.P. is the managing member of Mend Investment GP. Investors X GP is the general partner of Hellman & Friedman Capital Partners X, L.P.

H&F Corporate Investors X, Ltd. ("Investors X Ltd.") is the general partner of Investors X GP. A three-member board of directors of Investors X Ltd. has voting and investment discretion over the shares held by the H&F Funds. Each of the members of the board of directors of Investors X Ltd. disclaims beneficial ownership of such shares. The address of each entity referred to in this footnote is c/o Hellman & Friedman LLC, 415 Mission Street, Suite 5700, San Francisco, California 94105.

(7) Mozart HoldCo, Inc. is an entity that is owned directly and/or indirectly by members of the Mills Family and trusts for their benefit. No person or group beneficially owns more than fifty percent of the voting power of Mozart HoldCo, Inc. Investment and voting decisions over the securities of Medline Inc. and Medline Holdings, LP held by Mozart HoldCo, Inc. are made by a board of directors consisting of three or more directors. See "Description of Capital Stock—Common Stock—Mills Family Voting Cap."

(8) Reflects the repurchase of 159,708 and 623,162 shares of Class A common stock from GIC Private Limited ("GIC") and Hux Investment Pte. Ltd. ("Hux"), respectively. GIC and Hux will be selling stockholders in this offering. They are offering 1,891,104 and 7,378,867 shares of Class A common stock, respectively. The 64,581,261 shares of Class A common stock are beneficially owned by GIC and its affiliate, Hux. GIC and Hux share the power to vote and the power to dispose of these shares with GIC Special Investments Pte. Ltd. ("GIC SI"). GIC and GIC SI are private limited companies incorporated in Singapore. GIC SI is wholly-owned by GIC and is the private equity investment arm of GIC. GIC is wholly-owned by the Government of Singapore and was set up with the sole purpose of managing the Government of Singapore's foreign reserves. The Government of Singapore disclaims beneficial ownership of such shares. The address for GIC and Hux is 168 Robinson Road, #37-01 Capital Tower, Singapore 068912.

(9) Reflects the repurchase of 263,429 shares of Class A common stock from Platinum Falcon B 2018 RSC Limited. Platinum Falcon B 2018 RSC Limited will be a selling stockholder in this offering. It is offering 3,119,273 shares of Class A common stock. The 22,558,563 shares of Class A common stock are held by Abu Dhabi Investment Authority ("ADIA"), directly or through one or more of its direct or indirect subsidiaries, including primarily Platinum Falcon B 2018 RSC Limited, a restricted scope company incorporated in the Abu Dhabi Global Market. ADIA is a public institution established by the Government of the Emirate of Abu Dhabi. The address for ADIA is 211 Corniche Street, P.O. Box 3600, Abu Dhabi, United Arab Emirates and the address for Platinum Falcon B 2018 RSC Limited is Level 26, Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates. By reason of its ownership of Platinum Falcon and pursuant to the rules and regulations of the SEC, ADIA may also be deemed to share investment and voting power over and, therefore, beneficial ownership of, the shares held directly by Platinum Falcon.

(10) Reflects (a) 5,564 shares of Class A common stock directly held by Mr. Boyle, (b) 24,313 shares of Class B common stock corresponding to an equivalent number of outstanding Common Units held by Mr. Boyle, (c) 514,876 shares of Class B common stock corresponding to an equivalent number of outstanding Common Units held by a trust over which Mr. Boyle's spouse is a trustee, (d) 1,558,976 shares of Class B common stock corresponding to an equivalent number of Common Units which would be received within 60 days of November 2, 2026 upon the conversion of vested Incentive Units held by Mr. Boyle at a conversion price of $33.63 per share of Class A common stock (the closing sales price per share of Class A common stock on such date as reported on Nasdaq), and (e) 573,861 shares of Class B common stock corresponding to an equivalent number of Common Units which would be received within 60 days of November 2, 2026 upon the conversion of vested Incentive Units held by a trust over which Mr. Boyle's spouse is a trustee at a conversion price of $33.63 per share of Class A common stock (the closing sales price per share of Class A common stock on such date as reported on Nasdaq).

(11) Reflects (a) 878,967 shares of Class B common stock corresponding to an equivalent number of outstanding Common Units held by trusts over which Mr. Pigott is a trustee and (b) 1,356,692 shares of Class B common stock corresponding to an equivalent number of Common Units which would be received within 60 days of November 2, 2026 upon the conversion of vested Incentive Units held by trusts over which Mr. Pigott is a trustee at a conversion price of $33.63 per share of Class A common stock (the closing sales price per share of Class A common stock on such date as reported on Nasdaq).

(12) Reflects (a) 4,558 shares of Class A common stock directly held by Mr. Drazin, (b) 486,028 shares of Class B common stock corresponding to an equivalent number of outstanding Common Units held by Mr. Drazin and (c) 1,238,469 shares of Class B common stock corresponding to an equivalent number of Common Units which would be received within 60 days of November 2, 2026 upon the conversion of vested Incentive Units held by Mr. Drazin at a conversion price of $33.63 per share of Class A common stock (the closing sales price per share of Class A common stock on such date as reported on Nasdaq).

(13) Reflects (a) 4,558 shares of Class A common stock directly held by Mr. Miller and (b) 473,465 shares of Class B common stock corresponding to an equivalent number of Common Units which would be received within 60 days of November 2, 2026 upon the conversion of vested Incentive Units held by a trust over which Mr. Miller is a trustee at a conversion price of $33.63 per share of Class A common stock (the closing sales price per share of Class A common stock on such date as reported on Nasdaq).

(14) Reflects (a) 4,558 shares of Class A common stock directly held by Mr. Golwas, (b) 365,864 shares of Class B common stock corresponding to an equivalent number of outstanding Common Units held by Mr. Golwas, (c) 617,409 shares of Class B common stock corresponding to an equivalent number of Common Units which would be received within 60 days of November 2, 2026 upon the conversion of vested Incentive Units held by Mr. Golwas at a conversion price of $33.63 per share of Class A common stock (the closing sales price per share of Class A common stock on such date as reported on Nasdaq), and (d) 251,411 shares of Class B common stock corresponding to an equivalent number of Common Units which would be received within 60 days of November 2, 2026 upon the conversion of vested Incentive Units held by a trust over which Mr. Golwas is a trustee at a conversion price of $33.63 per share of Class A common stock (the closing sales price per share of Class A common stock on such date as reported on Nasdaq).

(15) Reflects (a) 1,387,921 shares of Class A common stock directly held by Mr. Healy and (b) 19,594 shares of Class A common stock directly held by a partnership for which Mr. Healy serves as the general partner.

(16) Reflects (a) 2,586,206 shares of Class A common stock held by a limited liability company for the benefit of Mr. Mills and members of his immediate family and (b) 30,655 shares of Class B common stock corresponding to an equivalent number of outstanding Common Units held by the AJM Mozart Generations Trust for the benefit of Mr. Mills and members of his immediate family. Mr. Mills disclaims beneficial ownership of the shares held by the AJM Mozart Generations Trust.

(17) Reflects (a) 2,441,379 shares of Class A common stock held by a limited liability company for the benefit of Mr. Mills, (b) 137,931 shares of Class A common stock held by Mr. Mills' spouse and (c) 64,005 shares of Class B common stock corresponding to an equivalent number of outstanding Common Units held by the Charles N. Mills Gift Trust for the benefit of Mr. Mills. Mr. Mills disclaims beneficial ownership of the shares held by the Charles N. Mills Gift Trust and the shares held by his spouse.

(18) Reflects (a) 6,599,630 shares of Class A common stock beneficially owned by our directors and executive officers, (b) 2,724,246 shares of Class B common stock corresponding to an equivalent number of outstanding Common Units beneficially owned by our directors and executive officers, and (c) 6,433,170 shares of Class B common stock corresponding to an equivalent number of Common Units that our directors and executive officers have the right to acquire within 60 days of November 2, 2026 upon the conversion of vested Incentive Units held by our directors and executive officers at a conversion price of $33.63 per share of Class A common stock (the closing sales price per share of Class A common stock on such date as reported on Nasdaq).

(19) Information about shares beneficially owned is based on information reported by Capital Research Global Investors ("CRGI") on Schedule 13G filed with the SEC on November 13, 2026, in which CRGI reported that it is deemed to be the beneficial owner of 47,768,233 shares of Class A common stock with sole voting power with respect to 47,724,358 shares of Class A common stock, sole dispositive power with respect to 47,768,233 shares of Class A common stock, and shared dispositive and shared voting power with respect to 0 shares of Class A common stock. CRGI listed its address as 333 South Hope Street, 55th Floor, Los Angeles, California 90071. As disclosed in the Schedule 13G, CRGI is a division of Capital Research and Management Company ("CRMC"), as well as its investment management subsidiaries and affiliates Capital Bank and Trust Company, Capital International, Inc., Capital International Limited, Capital International Sarl, Capital International K.K., Capital Group Private Client Services, Inc., and Capital Group Investment Management Private Limited (together with CRMC, the "investment management entities"). CRGI's divisions of each of the investment management entities collectively provide investment management services under the name "Capital Research Global Investors."

(20) Information about shares beneficially owned is based on information reported by FMR LLC on Schedule 13G filed with the SEC on August 6, 2026, in which FMR LLC reported that it has aggregate beneficial ownership of 46,929,203.69 shares of Class A common stock as follows: sole voting power with respect to 45,718,763.34 shares of Class A common stock, sole dispositive power (with Abigail P. Johnson) with respect to 46,929,203.69 shares of Class A common stock, and shared dispositive and shared voting power with respect to 0 shares of Class A common stock. FMR LLC listed its address as 245 Summer Street, Boston, Massachusetts 02210.

DESCRIPTION OF CAPITAL STOCK

The following is a description of the material terms of, and is qualified in its entirety by, Medline Inc.'s amended and restated certificate of incorporation and amended and restated bylaws, each as in effect as of the date of this prospectus, copies of which are filed as exhibits to the registration statement of which this prospectus forms a part. Under "Description of Capital Stock," "we," "us," "our," the "Company," and "our company" refer to Medline Inc. and not to any of its subsidiaries.

Our purpose is to engage in any lawful act or activity for which corporations may be organized under the DGCL. Our authorized capital stock consists of 50,000,000,000 shares of Class A common stock, par value $0.0001 per share, 50,000,000,000 shares of Class B common stock, par value $0.0001 per share, and 5,000,000,000 shares of preferred stock, par value $0.0001 per share. No shares of preferred stock will be issued or outstanding immediately after the offering contemplated by this prospectus. Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

Common Stock

Class A Common Stock

Holders of shares of our Class A common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally, including the election or removal of directors. The holders of our Class A common stock do not have cumulative voting rights in the election of directors.

Holders of shares of our Class A common stock are entitled to receive dividends when, as and if declared by our board of directors out of funds legally available therefore, subject to any statutory or contractual restrictions on the payment of dividends and to the rights of the holders of one or more outstanding series of our preferred stock.

Upon our liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors, and subject to the rights of the holders of one or more outstanding series of preferred stock, the holders of shares of our Class A common stock will be entitled to receive pro rata our remaining assets available for distribution to stockholders.

The Class A common stock is not subject to further calls or assessments by us. Holders of shares of our Class A common stock do not have preemptive, subscription, redemption or conversion rights. There are no redemption or sinking fund provisions applicable to the Class A common stock. The rights, powers, preferences and privileges of holders of our Class A common stock are subject to those of the holders of any shares of our preferred stock or any other series or class of stock we may authorize and issue in the future.

Class B Common Stock

Holders of shares of our Class B common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally, including the election and removal of directors. Upon the occurrence of any split or combination of the Common Units, the issued shares of our Class B common stock will be automatically split or combined into a greater or lesser number of shares of our Class B common stock at the same ratio as such split or combination of the Common Units. Additionally, other than as the result of a split or combination for which an adjustment has been made as outlined in the foregoing sentence, if at any time the ratio at which Common Units are exchangeable for shares of our Class A common stock changes from one-for-one as described under "Part III—Item 13—Certain Relationships and Related Transactions, and Director Independence" in our 2025 Form 10-K incorporated by reference in this prospectus, the number of votes to which holders of our Class B common stock are entitled will be adjusted accordingly. The holders of our Class B common stock do not have cumulative voting rights in the election of directors.

We issued one share of Class B common stock for each Common Unit held by our Continuing Unitholders, and, upon conversion of vested Incentive Units for Common Units, the converting holders will also receive an equivalent number of shares of Class B common stock. Upon an exchange by any such Continuing Unitholder of Common Units for shares of our Class A common stock pursuant to the Exchange Agreement, an equivalent number of shares of Class B common stock held by each such Continuing Unitholder will be automatically transferred to us and cancelled and retired.

Holders of shares of our Class B common stock vote together with holders of our Class A common stock as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law or by the amended and restated certificate of incorporation. Delaware law entitles the holders of the outstanding shares of Class A common stock, Class B common stock, and any preferred stock to vote separately as different classes in connection with any amendment to our certificate of incorporation that would increase or decrease the par value of the shares of such class or that would alter or change the powers, preferences, or special rights of such class so as to affect them adversely. As permitted by Delaware law, the amended and restated certificate of incorporation includes a provision which eliminates the separate class vote that the holders of our Class A common stock, Class B common stock, or preferred stock would otherwise have with respect to an amendment to the certificate of incorporation increasing or decreasing the authorized number of shares of Class A common stock, Class B common stock, or preferred stock. Thus, subject to any special or additional voting requirements contained in the amended and restated certificate of incorporation, the holders of our Class A common stock, Class B common stock, and preferred stock would vote together as a single class on any amendment to the certificate of incorporation increasing or decreasing the authorized number of shares of Class A common stock, Class B common stock, or preferred stock. Under Delaware law, depending on the circumstances, any such increase in the authorized number of shares of our Class A common stock, Class B common stock, or preferred stock would require either the affirmative vote of the holders of a majority of the votes cast at a meeting at which a quorum is present or a majority in voting power of the outstanding shares of capital stock entitled to vote thereon.

Holders of our Class B common stock are not entitled to receive dividends or to receive a distribution upon a liquidation, dissolution, or winding up of Medline Inc.

Our amended and restated certificate of incorporation does not provide for any restrictions on transfer of shares of Class B common stock other than:

- the provisions requiring an automatic transfer of shares of Class B common stock to us upon an exchange of the Common Units associated with such shares;
- the provisions requiring that the holder will not transfer shares of Class B common stock to any person (other than the Company) unless the holder transfers an equal number of Common Units to the same person directly or indirectly via a transfer of interests in the Medline Management Aggregator LLC or any successor entity;
- the provisions requiring that, in the event the holder transfers Common Units to any person, the holder transfer an equal number of shares of Class B common stock to the same person.

The Class B common stock is not subject to further calls or assessments by us. Holders of shares of our Class B common stock do not have preemptive, subscription, redemption, or conversion rights. There are no redemption or sinking fund provisions applicable to the Class B common stock. The rights, powers, preferences, and privileges of holders of our Class B common stock are subject to those of the holders of any shares of our preferred stock or any other series or class of stock we may authorize and issue in the future.

Mills Family Voting Cap

The Mills Family and their affiliates are not entitled to cast votes, or provide consent, with respect to any shares of capital stock of Medline Inc. owned by them representing, in the aggregate, more than 20% of the total number of votes entitled to be cast (or as to which consents may be delivered) by the holders of all shares of

capital stock of Medline Inc. outstanding and entitled to vote (or provide consent) in respect of any matter (the "Mills Family Voting Cap"). Any shares owned by such holders in excess of the Mills Family Voting Cap will not have any voting power on any such matter (and, accordingly, shall be deemed not to be outstanding for purposes of determining a quorum or for purposes of determining the shares entitled to vote at any such meeting or to provide consent in lieu of a meeting of stockholders), with the application of the loss of voting power allocated among such holders pro rata in accordance with the shares of the Company's capital stock owned thereby.

Preferred Stock

As of the date of this prospectus, we had no shares of preferred stock issued or outstanding. Our amended and restated certificate of incorporation authorizes our board of directors to establish one or more series of preferred stock (including convertible preferred stock). Unless required by law or by any stock exchange, and subject to the terms of our amended and restated certificate of incorporation, the authorized shares of preferred stock will be available for issuance without further action by holders of our common stock. Our board of directors is able to determine, with respect to any series of preferred stock, the powers (including voting powers), preferences, and relative, participating, optional, or other special rights, and the qualifications, limitations, or restrictions thereof, including, without limitation:

- the designation of the series;
- the number of shares of the series, which our board of directors may, except where otherwise provided in any preferred stock designation, increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares then outstanding);
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates at which dividends, if any, will be payable on shares of such series;
- the redemption rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of our affairs or other event;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of us or any other entity, and, if so, the specification of the other class or series or other security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible, and all other terms and conditions upon which the conversion may be made;
- restrictions on the issuance of shares of the same series or of any other class or series of our capital stock; and
- the voting powers, if any, of the holders of the series.

We could issue one or more series of preferred stock that could, depending on the terms of the series, impede or discourage an acquisition attempt or other transaction that some, or a majority, of the holders of our Class A common stock might believe to be in their best interests or in which the holders of our Class A common stock might receive a premium over the market price of the shares of our Class A common stock. Additionally, the issuance of preferred stock may adversely affect the rights or interests of holders of our Class A common stock by restricting dividends on the Class A common stock, diluting the voting power of the Class A common stock, or subordinating the rights of the Class A common stock to distributions upon a liquidation, dissolution, or winding

up or other event. As a result of these or other factors, the issuance of preferred stock could have an adverse impact on the market price of our Class A common stock.

Dividends

The DGCL permits the board of directors of a corporation, subject to any restrictions in the certificate of incorporation, to declare and pay dividends out of the corporation's "surplus" or, if there is no "surplus," out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. "Surplus" is defined as the excess of the net assets of the corporation over the amount determined to be the capital of the corporation. The capital of the corporation is typically calculated to be (and cannot be less than) the aggregate par value of all issued shares of capital stock. Net assets is an amount equal to the fair value of the total assets minus total liabilities. The DGCL also provides that dividends may not be paid out of net profits if, after the payment of the dividend, the remaining capital would be less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets. Declaration and payment of any dividend is subject to the discretion of our board of directors, except that our amended and restated certificate of incorporation provides that holders of Class B common stock shall not be entitled to any dividends on their shares of Class B common stock (other than dividends payable in the form of additional shares of Class B common stock). See also "Dividend Policy."

Annual Stockholder Meetings

Our amended and restated bylaws provide that annual stockholder meetings will be held at a date, time, and place, if any, as exclusively selected by our board of directors. To the extent permitted under applicable law, we may conduct meetings solely by means of remote communications, including by webcast.

Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and Certain Provisions of Delaware Law

Our amended and restated certificate of incorporation, amended and restated bylaws, and the DGCL contain provisions that are summarized in the following paragraphs and that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors. These provisions are intended to avoid costly takeover battles, reduce our vulnerability to a hostile or abusive change of control, and enhance the ability of our board of directors to maximize stockholder value in connection with any unsolicited offer to acquire us. However, these provisions may have an anti-takeover effect and may delay, deter or prevent a merger or acquisition of the Company by means of a tender offer, a proxy contest, or other takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the prevailing market price for the shares of common stock held by stockholders.

Authorized but Unissued Capital Stock

Delaware law does not require stockholder approval for any issuance of shares that are authorized and available for issuance. However, the listing requirements of Nasdaq, which apply so long as the shares of Class A common stock remain listed on Nasdaq, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or the then outstanding number of shares of Class A common stock (we believe the position of Nasdaq is that the calculation in this latter case treats as outstanding shares issuable upon exchange of outstanding Common Units not indirectly held by Medline Inc.). These additional shares may be used for a variety of corporate purposes, including future public offerings, to raise additional capital, or to facilitate acquisitions.

Our board of directors may generally issue shares of one or more series of preferred stock on terms designed to discourage, delay, or prevent a change of control of the Company or the removal of our management. Moreover, our authorized but unissued shares of preferred stock are available for future issuances in one or more series without stockholder approval and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, to facilitate acquisitions, and to fund employee benefit plans.

One of the effects of the existence of authorized and unissued and unreserved common stock or preferred stock may be to enable our board of directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of the Company by means of a merger, tender offer, proxy contest, or otherwise, and thereby protect the continuity of our management and possibly deprive our stockholders of opportunities to sell their shares of Class A common stock at prices higher than prevailing market prices.

Business Combinations

We have elected not to be governed by Section 203 of the DGCL, which is Delaware's anti-takeover statute that, subject to certain exceptions and approvals, restricts "business combinations," including specified mergers, asset sales, stock sales, and other transactions, between a corporation and its subsidiaries, on the one hand, and any interested stockholder (generally defined to mean a person who (x) owns 15% or more of the outstanding voting stock of the corporation or (y) is an affiliate or associate of us and was the owner of 15% or more of our voting stock within the three-year period before the date on which it is sought to be determined whether such person is an "interested stockholder," and the affiliates or associates of such person), on the other, for a three-year period following the time the person became an interested stockholder. However, our amended and restated certificate of incorporation contains similar provisions providing that we may not engage in certain "business combinations" with any "interested stockholder" for a three-year period following the time that the stockholder became an interested stockholder, unless:

- prior to such time, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to that time, the business combination is approved by our board of directors and by the affirmative vote of holders of at least $66^{2}/_{3}$% of our outstanding voting stock that is not owned by the interested stockholder.

Generally, a "business combination" includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an "interested stockholder" is a person who, together with that person's affiliates and associates, owns, or within the previous three years owned, 15% or more of our outstanding voting stock and was an affiliate of us. For purposes of this section only, "voting stock" generally means any class or series of our stock that is entitled to vote generally in the election of directors. References to a percentage of voting stock in this section refer to the percentage of the votes of such voting stock.

Under certain circumstances, this provision will make it more difficult for a person who would be an "interested stockholder" to effect various business combinations with us for a three-year period. This provision may encourage companies interested in acquiring us to negotiate in advance with our board of directors because the stockholder approval requirement would be avoided if our board of directors approves either the business combination or the transaction that results in the stockholder becoming an interested stockholder. These provisions also may have the effect of preventing changes in our board of directors and may make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

Our amended and restated certificate of incorporation provides that our Designating Stockholders and their affiliates, and any of their respective direct or indirect transferees, and any group as to which such persons are a party, do not constitute "interested stockholders" for purposes of this provision.

No Cumulative Voting

Under Delaware law, the right to vote cumulatively does not exist unless the certificate of incorporation specifically authorizes cumulative voting. Our amended and restated certificate of incorporation does not authorize cumulative voting. Therefore, stockholders holding a majority in voting power of the shares of our stock entitled to vote generally in the election of directors will be able to elect all of our directors.

Special Stockholder Meetings

Our amended and restated certificate of incorporation provides that special meetings of our stockholders may be called at any time only by or at the direction of the board of directors, the chair of our board, or the chief executive officer; provided, however, that at any time when our Designating Stockholders collectively beneficially own, in the aggregate, at least 30% in voting power of the stock entitled to vote generally in the election of directors, special meetings of our stockholders shall also be called by the board of directors or the chair of the board of directors at the request of a Designating Stockholder. Our amended and restated bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. These provisions may have the effect of deterring, delaying, or discouraging hostile takeovers, or changes in control or management of the Company.

Director Nominations and Stockholder Proposals

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors. In order for any matter to be "properly brought" before a meeting, a stockholder will have to comply with advance notice requirements and provide us with certain information. Generally, to be timely, a stockholder's notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the immediately preceding annual meeting of stockholders. Our amended and restated bylaws also specify requirements as to the form and content of a stockholder's notice. These provisions do not apply to the parties to the director nomination agreements so long as the relevant agreements remains in effect. Our amended and restated bylaws allow the chair of the meeting at a meeting of the stockholders to adopt rules and regulations for the conduct of meetings which may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions may also defer, delay, or discourage a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to influence or obtain control of the Company.

Stockholder Action by Consent

Pursuant to Section 228 of the DGCL, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice, and without a vote if a consent or consents, setting forth the action so taken, is or are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless our amended and restated certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not permit our Class A common stockholders to act by consent in lieu of a meeting from and after the date on which our Designating Stockholders cease to beneficially own or control, in the aggregate, at least 30% of the total voting power of all then outstanding shares of our capital stock entitled to vote generally in the election of directors unless such action is recommended by all directors then in office, but it does provide that any action required or permitted to be taken by holders of our Class B common stock, voting separately as a class, or, to the extent expressly permitted by any certificate of designation relating to one or more series of our preferred stock, by the holders of such series of preferred stock, voting separately as a series or separately as a class with one or more other such series, may be taken by consent in lieu of a meeting if a consent or consents, setting forth the action so taken, is or are signed by the holders of outstanding shares of the relevant class or series having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Dissenters' Rights of Appraisal and Payment

Under the DGCL, with certain exceptions, our stockholders have appraisal rights in connection with a merger, consolidation, statutory conversion or statutory domestication, transfer, or continuance in which we are a constituent entity. Pursuant to the DGCL, stockholders who properly demand and perfect appraisal rights in connection with such merger, consolidation, statutory conversion or statutory domestication, transfer, or continuance have the right to receive payment of the fair value of their shares as determined by the Delaware Court of Chancery, plus interest, if any, on the amount determined to be the fair value, from the effective time of the merger, consolidation, statutory conversion or statutory domestication, transfer, or continuance through the date of payment of the judgment.

Stockholders' Derivative Actions

Under the DGCL, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the stockholder bringing the action is a holder of our shares at the time of the transaction to which the action relates or such stockholder's stock thereafter devolved by operation of law. To bring such an action, the stockholder must otherwise comply with Delaware law regarding derivative actions, including by making a pre-suit demand on our board of directors or satisfying its burden to show that any pre-suit demand would be futile. Our amended and restated certificate of incorporation has vested an independent and disinterested litigation demand committee with sole and exclusive authority to consider the merits of any such demands and make decisions and taken actions with respect to any such demands, including whether to initiate a proceeding. This provision may affect a stockholder's ability to commence or control a derivative proceeding.

Exclusive Forum

To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our amended and restated certificate of incorporation includes forum selection provisions.

More specifically, our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a breach of fiduciary duty owed by any current or former director, officer, stockholder, or employee of the company to the company or our stockholders; (iii) any action asserting a claim against us arising under the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; or (iv) any action asserting a claim against us that is governed by the internal affairs doctrine.

Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, both state and federal courts have jurisdiction to entertain such claims. Our amended and restated certificate of incorporation further provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the federal securities laws of the United States, including, in each case, the applicable rules and regulations promulgated thereunder. It is possible that a court could find our forum selection provisions to be inapplicable or unenforceable and, accordingly, we could be required to litigate claims in multiple jurisdictions, incur additional costs or otherwise not receive the benefits that we expect our forum selection provisions to provide.

To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of our company shall be deemed to have notice of and consented to the forum provisions in our amended and restated certificate of incorporation. However, investors will not be deemed to have waived compliance with the federal securities laws and the rules and regulations thereunder as a result of our forum selection provisions. See "Part I—Item 1A—Risk Factors—Risks Related to Ownership of our Class A Common Stock—Our amended and restated certificate of incorporation designates the Court of Chancery of the

State of Delaware or the federal district courts of the United States of America, as applicable, as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with the Company or the Company's directors, officers, or other employees" in our 2025 Form 10-K incorporated by reference in this prospectus.

Conflicts of Interest

Delaware law permits corporations to adopt provisions renouncing any interest or expectancy in certain opportunities that are presented to the corporation or its officers, directors or stockholders. Our amended and restated certificate of incorporation, to the maximum extent permitted from time to time by Delaware law, renounces any interest or expectancy that we have in, or right to be offered an opportunity to participate in, specified business opportunities that are from time to time presented to our officers, directors, or stockholders or their respective affiliates, other than those officers, directors, stockholders, or affiliates who are our or our subsidiaries' employees. As a consequence of this waiver, none of our Sponsors, the Mills Family, subject to limited exceptions, or any of their respective affiliates or any of our directors who are not employed by us (including any non-employee director who serves as one of our officers in both their director and officer capacities) or their affiliates will have any duty to refrain from (i) engaging in a corporate opportunity in the same or similar lines of business in which we or our affiliates now engage or propose to engage or (ii) otherwise competing with us or our affiliates. In addition, to the fullest extent permitted by law, in the event that our Sponsors, the Mills Family or any non-employee director acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself or themselves or its or their affiliates or for us or our affiliates, as a consequence of this waiver, such person will have no duty to communicate or offer such transaction or business opportunity to us or any of our affiliates and they may take any such opportunity for themselves or offer it to another person or entity. Our amended and restated certificate of incorporation does not renounce our interest in any business opportunity that is expressly offered to a non-employee director solely in their capacity as a director or officer of the Company. To the fullest extent permitted by law, no business opportunity will be deemed to be a potential corporate opportunity for us unless we would be permitted to undertake the opportunity under our amended and restated certificate of incorporation, we have sufficient financial resources to undertake the opportunity and the opportunity would be in line with our business. The director nomination agreements we entered into with the Designating Stockholders also contains provisions providing the Designating Stockholders with access to our corporate information.

Limitations on Liability and Indemnification of Officers and Directors

The DGCL authorizes corporations to limit or eliminate the personal liability of directors and certain officers to corporations and their stockholders for monetary damages for breaches of their fiduciary duties, subject to certain exceptions. Our amended and restated certificate of incorporation includes a provision that eliminates the personal liability of directors and officers for monetary damages to the corporation or its stockholders for any breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The effect of these provisions is to eliminate the rights of us and our stockholders to recover monetary damages from a director or officer for breach of fiduciary duty as a director or officer, including breaches resulting from grossly negligent behavior. Under current law, this provision will not limit or eliminate the liability of any officer in any action by or in the right of the Company, including any derivative claim. Further, the exculpation from liability for monetary damages does not apply to any director or officer if the director or officer has breached their duty of loyalty to the corporation and its stockholders, acted in bad faith, knowingly or intentionally violated the law, or derived an improper benefit from their actions as a director or officer. In addition, exculpation does not apply to any director in connection with the authorization of illegal dividends, redemptions or stock repurchases.

Our amended and restated bylaws generally provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the DGCL, subject to limited exceptions. We also are expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers, and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability, indemnification, and advancement provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors and officers for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

There is currently no pending material litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought.

Transfer Agent and Registrar

The transfer agent and registrar for shares of our Class A common stock is Equiniti Trust Company, LLC.

Listing

Our Class A common stock is listed on Nasdaq under the symbol “MDLN.”

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following is a summary of material U.S. federal income tax consequences to a non-U.S. holder (as defined herein) of the purchase, ownership and disposition of shares of our Class A common stock but does not purport to be a complete analysis of all the potential tax considerations relating thereto. We have not sought, and do not intend to seek, any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary. Accordingly, the discussion below neither binds the IRS nor the courts, and there can be no assurance that the IRS or a court will agree with such statements and conclusions. This summary deals only with Class A common stock that is held as a capital asset by a non-U.S. holder.

A "non-U.S. holder" means a beneficial owner of shares of our Class A common stock (other than an entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons (within the meaning of the U.S. Internal Revenue Code of 1986, as amended (the "Code")) have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

This summary is based upon provisions of the Code, and regulations, rulings and judicial decisions as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those summarized below. This summary does not address all of the U.S. federal income tax consequences that may be relevant to you in light of your particular circumstances, nor does it address the Medicare tax on net investment income, U.S. federal alternative minimum taxes, U.S. federal estate and gift taxes, or the effects of any state, local, or non-United States tax laws. In addition, it does not represent a detailed description of the U.S. federal income tax consequences applicable to you if you are subject to special treatment under the U.S. federal income tax laws (including if you are a U.S. expatriate, "controlled foreign corporation," "passive foreign investment company," a partnership or other pass-through entity for U.S. federal income tax purposes, tax-exempt organizations or governmental organizations, persons deemed to sell our common stock under the constructive sale provisions of the Code, persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation, tax-qualified retirement plans, "qualified foreign pension funds" as defined in the Code and entities all of the interests of which are held by qualified foreign pension funds or persons subject to special tax accounting rules as a result of any item of gross income with respect to the stock being taken into account in an applicable financial statement). We cannot assure you that a change in law will not alter significantly the tax considerations that we describe in this summary.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds shares of our Class A common stock, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. If you are a partnership or a partner of a partnership considering an investment in our Class A common stock, you should consult your tax advisors.

If you are considering the purchase of our Class A common stock, you should consult your own tax advisors concerning the particular U.S. federal income tax consequences to you of the purchase, ownership and disposition of our Class A common stock, as well as the consequences to you arising under other U.S. federal tax laws and the laws of any other taxing jurisdiction.

Dividends

In the event that we make a distribution of cash or other property (other than certain pro rata distributions of our Class A common stock) in respect of shares of our Class A common stock, the distribution generally will be treated as a dividend for U.S. federal income tax purposes to the extent it is paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Any portion of a distribution that exceeds our current and accumulated earnings and profits generally will be treated first as a tax-free return of capital, causing a reduction in the adjusted tax basis of a non-U.S. holder's Class A common stock, and to the extent the amount of the distribution exceeds a non-U.S. holder's adjusted tax basis in shares of our Class A common stock, the excess will be treated as a capital gain from the disposition of shares of our Class A common stock (the tax treatment of which is discussed below under "—Gain on Disposition of Class A Common Stock").

Dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. However, dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States (and, if required by an applicable income tax treaty, are attributable to a U.S. permanent establishment) are not subject to the withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to U.S. federal income tax on a net income basis generally in the same manner as if the non-U.S. holder were a U.S. person as defined under the Code. Any such effectively connected dividends received by a foreign corporation may be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

A non-U.S. holder who wishes to claim the benefit of an applicable treaty rate and avoid backup withholding, as discussed below, for dividends will be required (a) to provide the applicable withholding agent with a properly executed IRS Form W-8BEN or Form W-8BEN-E (or other applicable form) certifying under penalty of perjury that such holder is not a U.S. person as defined under the Code and is eligible for treaty benefits or (b) if our Class A common stock is held through certain foreign intermediaries, to satisfy the relevant certification requirements of applicable U.S. Treasury regulations. Special certification and other requirements apply to certain non-U.S. holders that are pass-through entities rather than corporations or individuals.

A non-U.S. holder eligible for a reduced rate of U.S. federal withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

Gain on Disposition of Class A Common Stock

Subject to the discussion of backup withholding below, any gain realized by a non-U.S. holder on the sale or other disposition of our Class A common stock generally will not be subject to U.S. federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment of the non-U.S. holder);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- we are or have been a "U.S. real property holding corporation" for U.S. federal income tax purposes and certain other conditions are met.

A non-U.S. holder described in the first bullet point immediately above will be subject to tax on the gain derived from the sale or other disposition in the same manner as if the non-U.S. holder were a U.S. person as defined under the Code. In addition, if any non-U.S. holder described in the first bullet point immediately above is a foreign corporation, the gain realized by such non-U.S. holder may be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. An individual

non-U.S. holder described in the second bullet point immediately above will be subject to a 30% (or such lower rate as may be specified by an applicable income tax treaty) tax on the gain derived from the sale or other disposition, which gain may be offset by U.S. source capital losses even though the individual is not considered a resident of the United States.

Generally, a corporation is a "U.S. real property holding corporation" if the fair market value of its U.S. real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business (all as determined for U.S. federal income tax purposes). We believe we are not and do not anticipate becoming a "U.S. real property holding corporation" for U.S. federal income tax purposes.

Information Reporting and Backup Withholding

Distributions paid to a non-U.S. holder and the amount of any tax withheld with respect to such distributions generally will be reported to the IRS. Copies of the information returns reporting such distributions and any withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

A non-U.S. holder will not be subject to backup withholding on distributions received if such holder certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a U.S. person as defined under the Code) such as by furnishing a valid IRS Form W-8BEN, W-8BEN-E, or W-8ECI, or such holder otherwise establishes an exemption.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale or other disposition of our Class A common stock within the United States or conducted through certain U.S.-related financial intermediaries, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a U.S. person as defined under the Code), or such owner otherwise establishes an exemption.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a non-U.S. holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS.

Additional Withholding Requirements

Under Sections 1471 through 1474 of the Code (such Sections commonly referred to as "FATCA"), a 30% U.S. federal withholding tax may apply to any dividends paid on our common stock to (i) a "foreign financial institution" (as specifically defined in the Code and whether such foreign financial institution is the beneficial owner or an intermediary) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) its compliance (or deemed compliance) with FATCA (which may alternatively be in the form of compliance with an intergovernmental agreement with the United States) in a manner which avoids withholding, or (ii) a "non-financial foreign entity" (as specifically defined in the Code and whether such non-financial foreign entity is the beneficial owner or an intermediary) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) adequate information regarding certain substantial United States beneficial owners of such entity (if any). If a dividend payment is both subject to withholding under FATCA and subject to the withholding tax discussed above under "—Dividends," an applicable withholding agent may credit the withholding under FATCA against, and therefore reduce, such other withholding tax. While withholding under FATCA would also have applied to payments of gross proceeds from the sale or other taxable disposition of our common stock, proposed United States Treasury regulations (upon which taxpayers may rely until final regulations are issued) eliminate FATCA withholding on payments of gross proceeds entirely. You should consult your own tax advisors regarding these requirements and whether they may be relevant to your ownership and disposition of our common stock.

UNDERWRITING (CONFLICTS OF INTEREST)

We, the selling stockholders, and the underwriters named below will enter into an underwriting agreement with respect to the shares of Class A common stock being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of shares of Class A common stock indicated in the following table.Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC, BofA Securities, Inc., and J.P. Morgan Securities LLC are the representatives of the underwriters.

Underwriters	Number of Shares of Class A Common Stock
Goldman Sachs & Co. LLC	
Morgan Stanley & Co. LLC	
BofA Securities, Inc.	
J.P. Morgan Securities LLC	
Blackstone Securities Partners L.P.	
TCG Capital Markets L.L.C.	
Total	60,000,000

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares subject to the Repurchase and the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to purchase up to an additional 9,000,000 shares from the selling stockholders at the public offering price less the underwriting discount. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above. The underwriters do not expect sales to discretionary accounts to exceed five percent of the total number of shares of Class A common stock offered.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by the selling stockholders. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase 9,000,000 additional shares.

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Shares of Class A common stock sold by the underwriters to the public will initially be offered at the public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the public offering price. After the initial offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

In connection with this offering, we, our officers and directors, our Principal Stockholders and our Other Pre-IPO Investors have agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any shares of Class A common stock or securities convertible into or exchangeable for shares of Class A common stock during the period from the date of this prospectus continuing through the date 75 days after the date of this prospectus, except with the prior written consent of either Goldman Sachs & Co. LLC or Morgan Stanley & Co. LLC, and one additional representative, on behalf of the underwriters, and the prior written notice to the other representatives.

The foregoing restrictions on our officers, directors, our Principal Stockholders, our Other Pre-IPO Investors and certain other individuals (collectively, "security holders") are subject in certain cases to various conditions and do not apply to, among other things:

(a) the transfer by a security holder of shares or any securities convertible into, exchangeable for, exercisable for, or repayable with shares:

(i) by will, other testamentary document or intestacy;

(ii) as a bona fide gift or gifts, or for bona fide estate planning purposes, including without limitation to charitable organizations or educational institutions;

(iii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the security holder or the immediate family of the security holder, or if the security holder is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;

(iv) to any immediate family member or other dependent of the security holder;

(v) as a distribution, transfer or disposition to limited partners, members, stockholders or other equity holders of the security holder or its affiliates (including a fund managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company as the security holder or who shares a common investment advisor with the security holder);

(vi) to the security holder's affiliates or to any investment fund or other entity controlling, controlled by, managed by or under common control, or common investment management, with the security holder or affiliates of the security holder (including, for the avoidance of doubt, where the security holder is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership);

(vii) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (vi) above;

(viii) by operation of law, including pursuant to an order of a court (including a final domestic order, divorce settlement, divorce decree or separation agreement or other order) or regulatory agency;

(ix) to us from the security holder upon death, disability or termination of employment, in each case, of the security holder pursuant to any contractual arrangement that provides us with a right to purchase the security holder's securities;

(x) in connection with transactions by any person other than us relating to shares of Class A common stock acquired (A) in open market transactions after the completion of the offering or (B) from the Underwriters in any underwritten registered offering (for our Other Pre-IPO Investors only), provided that in the case of this clause (x) no public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of Class A common stock or Class B common stock shall be required or shall be voluntarily made during the lock-up period or any extension thereof;

(xi) to us pursuant to the "net" or "cashless" exercise at expiration of options, warrants or other rights to purchase shares of Class A common stock or Class B common stock granted pursuant to any employee equity incentive plan outstanding at or prior to the

closing of the offering and referred to herein, provided that any shares of Class A common stock, Class B common stock or Common Units received in connection therewith shall be subject to the terms of the lock-up agreement;

(xii) in respect of tax withholding payments (including estimated taxes) due upon the exercise at expiration of options or the vesting of any awards granted by us pursuant to any of our incentive plans, provided that any filings required to be made with the SEC or other publicity made regarding the same will indicate that such transactions relate to such tax withholding payments;

(xiii) in connection with the sale of securities to be sold by the security holder in the manner described in the final prospectus used to sell shares of Class A common stock;

(xiv) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by our board of directors and made to all holders of our capital stock involving a change of control; provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the security holder's shares shall remain subject to the provisions of the lock-up agreement; and/or

(xv) with the prior written consent of either Goldman Sachs & Co. LLC or Morgan Stanley & Co. LLC, and one additional representative, on behalf of the underwriters; provided that we or the security holder shall also provide prior written notice to the other Representatives;

provided that: (1) (a) in the case of each transfer or distribution pursuant to clauses (ii) through (viii) above, each donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions described above (and, in the case of clause (viii), the security holder shall use reasonable best efforts to cause the transferee to deliver to the representatives a lock-up letter in the form of the lock-up agreement); and (b) in the case of transfers pursuant to clauses (ii), (iii), (iv), (v) and (vii), any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives (x) equity interests of such transferee or (y) such transferee's interests in the transferor; (2) in the case of each transfer or distribution pursuant to clauses (ii) through (vii), if any public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of Class A common stock or Class B common stock shall be required or shall be voluntarily made during the lock-up period or any extension thereof (a) the security holder shall provide the representatives prior written notice informing them of such report or filing and (b) such report or filing shall disclose that such donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein; and (3) in the case of each transfer or distribution pursuant to clauses (viii) and (xii), if any public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of Class A common stock or Class B common stock shall be required or shall be voluntarily made during the lock-up period or any extension thereof (a) the security holder shall provide the representatives prior written notice informing them of such report or filing and (b) such report or filing shall disclose that such transfer or distributions was made under the circumstances described in clause (viii) or (xii), as applicable;

(b) if the security holder is a corporation, the corporation may transfer the security holder's shares to any wholly owned subsidiary of such corporation; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such shares of Class A common stock, Class B common stock or Common Units subject to the provisions of the lock-up agreement and there shall be no further transfer of such shares of Class A common stock, Class B common stock or Common Units except in accordance with the lock-up agreement;

(c) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act, provided that (i) no transfers occur under such plan during the lock-up period and (ii) no public announcement, filing or report under the Exchange Act shall be voluntarily made by any person in connection therewith during the lock-up period (other than general disclosure in the Company's periodic reports to the effect that our directors and officers may enter into such trading plans from time to time) and, if any announcement, filing or report shall be legally required during the lock-up period, such announcement, filing or report shall clearly indicate therein that none of the securities subject to such plan may be transferred, sold, or otherwise disposed of pursuant to such plan until after expiration of the lock-up period;

(d) with respect to our Principal Stockholders and the Other Pre-IPO Investors, any pledge, charge, hypothecation or other granting of a security interest in the Class A common stock, Class B common stock, Common Units or any security convertible into Class A common stock or Class B common stock, to one or more banks, financial or other lending institutions as collateral or security for or in connection with any margin loan or other loans, advances or extensions of credit entered into by the security holder or any of its direct or indirect subsidiaries and any transfers of such Class A common stock, Class B common stock, Common Units or such other securities to the applicable lender(s) or other third parties upon or following foreclosure upon or enforcement of such Class A common stock, Class B common stock, Common Units or such securities in accordance with the terms of the documentation governing any margin loan or other loan, advance, or extension of credit (including, without limitation, pursuant to any agreement or arrangement existing as of the date hereof), and any transfers of such Class A common stock, Class B Common Stock, Common Units or such other securities among wholly owned subsidiaries of such securityholder to provide for the foregoing, provided that any such subsidiaries that are not a party to a lock-up agreement execute and deliver to the representatives a lock-up agreement in substantially the same form as the lock-up agreement entered into in connection with this offering, and provided further that the security holder or the Company, as the case may be, shall provide the representatives prior written notice informing them of any public filing, report or announcement with respect to such pledge, hypothecation or other grant of a security interest; or

(e) (i) the sale of the security holder's securities to us or any of our subsidiaries in connection with the purchase of securities from the security holder by us or any of our subsidiaries pursuant to the Company's share and unit repurchase program as described in this prospectus; (ii) any sales made pursuant to a trading plan adopted pursuant to Rule 10b5-1 of the Exchange Act prior to the date of the lock-up agreement; provided that any filing under Section 16(a) of the Exchange Act that is made in connection with any such sales during the lock-up period shall state that such sales have been executed under a trading plan pursuant to Rule 10b5-1 under the Exchange Act, and shall also state the date such trading plan was adopted; (iii) any reclassification or conversion of shares of our common stock or conversion or exchange of common units for shares of our common stock; or (iv) any call options written by the security holder, and any disposition of the security holder's securities made upon exercise of call options written by the security holder, and any pledge of such security holder's securities as security thereunder and any exercises of remedies with respect to such security holder's securities under such pledges, provided that, in the case of clause (iii) such shares of Class A common stock shall be subject to the provisions of the lock-up agreement.

Our Class A common stock is listed on Nasdaq under the symbol "MDLN."

In connection with the offering, the underwriters may purchase and sell shares of Class A common stock in the open market. These transactions may include short sales, stabilizing transactions, and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short position" is a short position that is not greater than the amount of additional shares for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares

or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. "Naked" short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares of Class A common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of shares of Class A common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of our Class A common stock, and together with the imposition of the penalty bid, may stabilize, maintain, or otherwise affect the market price of the shares of Class A common stock. As a result, the price of the shares may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on Nasdaq, in the over-the-counter market or otherwise.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $2 million. We have also agreed to reimburse the underwriters for certain FINRA-related expenses incurred by them in connection with the offering in an amount up to $50,000.

We and the selling stockholders have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of our shares to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

Other Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage, and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell, or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities, and/or instruments of ours or our affiliates (directly, as collateral securing other obligations or otherwise). The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas, and/or publish or express independent research views in respect of such assets, securities, or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities, and instruments.

Settlement

We expect that delivery of the shares of Class A common stock will be made against payment therefor on or about the closing date specified on the cover page of this prospectus, which is the third business day following the date of pricing of the shares of Class A common stock (this settlement cycle being referred to as "T+3"). Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in one business day, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the shares of Class A common stock on the date of pricing will be required, by virtue of the fact that the shares of Class A common stock initially will settle in T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement and should consult their own advisors.

Conflicts of Interest

Affiliates of Blackstone and Carlyle beneficially own in excess of 10% of our issued and outstanding common stock and will receive in excess of 5% of the net proceeds of this offering. Because Blackstone Securities Partners L.P. and TCG Capital Markets L.L.C. are each underwriters in this offering, and their affiliates own in excess of 10% of our issued and outstanding common stock and will receive in excess of 5% of the net proceeds of this offering, Blackstone Securities Partners L.P. and TCG Capital Markets L.L.C. are deemed to have a "conflict of interest" under Rule 5121. Accordingly, this offering is being made in compliance with the requirements of Rule 5121. Pursuant to that rule, the appointment of a "qualified independent underwriter" is not required in connection with this offering as a "bona fide public market," as defined in Rule 5121, exists for our Class A common stock. Blackstone Securities Partners L.P. and TCG Capital Markets L.L.C. will not confirm sales of the securities to any account over which they exercise discretionary authority without the specific written approval of the account holder.

Selling Restrictions

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

European Economic Area

In relation to each Member State of the European Economic Area (each a "Relevant State"), no shares of Class A common stock have been offered or will be offered pursuant to this offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares of Class A common stock which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation, except that the shares of Class A common stock may be offered to the public in that Relevant State at any time:

(a) to any qualified investor as defined under Article 2 of the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation, *provided* that no such offer of the shares of Class A common stock shall require us or any underwriter to

publish a prospectus pursuant to Article 3 of the Prospectus Regulation, supplement a prospectus pursuant to Article 23 of the Prospectus Regulation or publish an Annex IX document pursuant to Article 1(4) of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to the shares of Class A common stock in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of Class A common stock to be offered so as to enable an investor to decide to purchase any shares of Class A common stock, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

United Kingdom

No shares of Class A common stock have been offered or will be offered pursuant to this offering to the public in the United Kingdom except that the shares of Class A common stock may be offered to the public in the United Kingdom at any time:

(a) where the offer is conditional on the admission of the shares of Class A common stock to trading on the London Stock Exchange plc's main market (in reliance on the exception in paragraph 6(a) of Schedule 1 of the POATR);

(b) to any qualified investor as defined under paragraph 15 of Schedule 1 of the POATR;

(c) to fewer than 150 persons (other than qualified investors as defined under paragraph 15 of Schedule 1 of the POATR), subject to obtaining the prior consent of the underwriters for any such offer; or

(d) in any other circumstances falling within Part 1 of Schedule 1 of the POATR.

For the purposes of this provision, the expression an "offer to the public" in relation to the shares of Class A common stock in the United Kingdom means the communication to any person which presents sufficient information on: (a) the shares of Class A common stock to be offered; and (b) the terms on which they are to be offered, to enable an investor to decide to buy or subscribe for the shares of Class A common stock and the expressions "POATR" means the Public Offers and Admissions to Trading Regulations 2024.

Each person in the United Kingdom who receives any communication in respect of, or who acquires any of our shares of Class A common stock under, the offers to the public contemplated in this prospectus, or to whom our shares of Class A common stock are otherwise made available, will be deemed to have represented, warranted, acknowledged, and agreed to and with us, the underwriters, and their respective affiliates that it meets the criteria outlined in this section.

Canada

The shares of Class A common stock may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares of Class A common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Dubai International Financial Centre

This prospectus relates to an "Exempt Offer" in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the "DFSA"). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares of our Class A common stock to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus, you should consult an authorized financial advisor.

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, us, or the shares of Class A common stock have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of shares of Class A common stock will not be supervised by, FINMA, and the offer of shares of Class A common stock has not been and will not be authorized under CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares of Class A common stock.

Hong Kong

The shares of Class A common stock have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation, or document relating to the shares of Class A common stock has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares of Class A common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Australia

No placement document, prospectus, product disclosure statement, or other disclosure document has been lodged with the Australian Securities and Investments Commission in relation to this offering. This prospectus does not constitute a prospectus, product disclosure statement, or other disclosure document under Chapter 6D.2 of the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement, or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons, or the Exempt Investors, who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act), or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise, or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation, or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives, and circumstances, and, if necessary, seek expert advice on those matters.

Israel

In the State of Israel this prospectus shall not be regarded as an offer to the public to purchase shares of Class A common stock under the Israeli Securities Law, 5728—1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728–1968, including, inter alia, if: (i) the offer is made, distributed, or directed to not more than 35 investors, subject to certain conditions (the "Addressed Investors"), or (ii) the offer is made, distributed, or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728—1968, subject to certain conditions (the "Qualified Investors"). The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase securities in addition to the 35 Addressed Investors. We have not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728—1968. We have not and will not distribute this prospectus or make, distribute, or direct an offer to subscribe for our common stock to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors.

Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the Israeli Securities Law, 5728—1968. In particular, we may request, as a condition to be offered common stock, that Qualified Investors will each represent, warrant and certify to us and/or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728—1968 and the regulations promulgated thereunder in connection with the offer to be issued common stock; (iv) that the shares of Class A common stock that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728—1968: (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728—1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor's name, address, and passport number or Israeli identification number.

Japan

The shares of Class A common stock have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "FIEA") and no shares of Class A common stock will be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person "resident" in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or

for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares of Class A common stock may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares of Class A common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor,

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for six months after that corporation has acquired the shares under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(b) where no consideration is or will be given for the transfer;

(c) where the transfer is by operation of law; or

(d) as specified in Section 276(7) of the SFA, or

Singapore Securities and Futures Act Product Classification—Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the SFA, we have determined, and hereby notify all relevant persons (as defined in Section 309A of the SFA) that the shares of Class A common stock are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

United Arab Emirates

The shares of Class A common stock have not been, and will not be, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Center) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Center) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Center) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the

Securities and Commodities Authority, Financial Services Regulatory Authority, or the Dubai Financial Services Authority.

Brazil

THE OFFER AND SALE OF THE SHARES OF CLASS A COMMON STOCK HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE BRAZILIAN SECURITIES COMMISSION (COMISSÃO DE VALORES MOBILIÁRIOS, OR "CVM") AND, THEREFORE, WILL NOT BE CARRIED OUT BY ANY MEANS THAT WOULD CONSTITUTE A PUBLIC OFFERING IN BRAZIL UNDER CVM RESOLUTION NO 160, DATED 13 JULY 2022, AS AMENDED ("CVM RESOLUTION 160") OR UNAUTHORIZED DISTRIBUTION UNDER BRAZILIAN LAWS AND REGULATIONS. THE SHARES OF CLASS A COMMON STOCK WILL BE AUTHORIZED FOR TRADING ON ORGANIZED NON-BRAZILIAN SECURITIES MARKETS AND MAY ONLY BE OFFERED TO BRAZILIAN PROFESSIONAL INVESTORS (AS DEFINED BY APPLICABLE CVM REGULATION), WHO MAY ONLY ACQUIRE THE SHARES OF CLASS A COMMON STOCK THROUGH A NON-BRAZILIAN ACCOUNT, WITH SETTLEMENT OUTSIDE BRAZIL IN NON-BRAZILIAN CURRENCY. THE TRADING OF THESE SECURITIES ON REGULATED SECURITIES MARKETS IN BRAZIL IS PROHIBITED.

Saudi Arabia

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations Regulations as issued by the board of the Saudi Arabian Capital Market Authority ("CMA") pursuant to resolution number 3-123-2017 dated 27 December 2017, as amended (the "CMA Regulations"). The CMA does not make any representation as to the accuracy or completeness of this document and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorised financial adviser.

Qatar

The shares of Class A common stock described in this prospectus have not been, and will not be, offered, sold or delivered, at any time, directly or indirectly in the State of Qatar in a manner that would constitute a public offering. This prospectus has not been, and will not be, registered with or approved by the Qatar Financial Markets Authority or Qatar Central Bank and may not be publicly distributed. This prospectus is intended for the original recipient only and must not be provided to any other person. It is not for general circulation in the State of Qatar and may not be reproduced or used for any other purpose.

Kuwait

Unless all necessary approvals from the Kuwait Capital Markets Authority pursuant to Law No. 7/2010, its Executive Regulations and the various Resolutions and Announcements issued pursuant thereto or in connection therewith have been given in relation to the marketing of and sale of the shares of Class A common stock, the shares of Class A common stock may not be offered for sale, nor sold in the State of Kuwait ("Kuwait"). Neither this prospectus nor any of the information contained herein is intended to lead to the conclusion of any contract of whatsoever nature within Kuwait. With regard to the contents of this document, we recommend that you consult a licensee as per the law and specialized in giving advice about the purchase of the shares of Class A common stock and other securities before making the subscription decision.

Bermuda

The shares of Class A common stock may be offered or sold in Bermuda only in compliance with the provisions of the Investment Business Act of 2003 of Bermuda which regulates the sale of securities in Bermuda. Additionally, non-Bermudian persons (including companies) may not carry on or engage in any trade or business in Bermuda unless such persons are permitted to do so under applicable Bermuda legislation.

British Virgin Islands

The shares of Class A common stock are not being, and may not be offered to the public or to any person in the British Virgin Islands for purchase or subscription by or on our behalf. The shares of Class A common stock may be offered to companies incorporated under the BVI Business Companies Act, 2004 (British Virgin Islands) ("BVI Companies"), but only where the offer will be made to, and received by, the relevant BVI Company entirely outside of the British Virgin Islands.

China

This prospectus will not be circulated or distributed in the People's Republic of China ("PRC") and the shares of Class A common stock will not be offered or sold, and will not be offered or sold to any person for re-offering or resale directly or indirectly to any residents of the PRC (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except pursuant to any applicable laws and regulations of the PRC. Neither this prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with applicable laws and regulations.

Korea

The shares of Class A common stock have not been and will not be registered under the Financial Investments Services and Capital Markets Act of Korea and the decrees and regulations thereunder (the "FSCMA"), and the shares of Class A common stock have been and will be offered in Korea as a private placement under the FSCMA. None of the shares of Class A common stock may be offered, sold or delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (the "FETL"). The shares of Class A common stock have not been listed on any of securities exchanges in the world including, without limitation, the Korea Exchange in Korea. Furthermore, the purchaser of the shares of Class A common stock shall comply with all applicable regulatory requirements (including but not limited to requirements under the FETL) in connection with the purchase of the shares of Class A common stock. By the purchase of the shares of Class A common stock, the relevant holder thereof will be deemed to represent and warrant that if it is in Korea or is a resident of Korea, it purchased the shares of Class A common stock pursuant to the applicable laws and regulations of Korea.

Malaysia

No prospectus or other offering material or document in connection with the offer and sale of the shares of Class A common stock has been or will be registered with the Securities Commission of Malaysia ("Commission") for the Commission's approval pursuant to the Capital Markets and Services Act 2007. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares of Class A common stock may not be circulated or distributed, nor may the shares of Class A common stock be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Malaysia other than (i) a closed end fund approved by the Commission; (ii) a holder of a Capital Markets Services Licence; (iii) a person who acquires the shares of Class A common stock, as principal, if the offer is on terms that the shares of Class A common stock may only be acquired at a consideration of not less than RM250,000 (or its equivalent in foreign currencies) for each transaction; (iv) an individual whose total net personal assets or total net joint assets with his or her spouse exceeds RM3 million (or its equivalent in foreign currencies), excluding the value of the primary residence of the individual; (v) an individual who has a gross annual income exceeding RM300,000 (or its equivalent in foreign currencies) per annum in the preceding twelve months; (vi) an individual who, jointly with his or her spouse, has a gross annual income of RM400,000 (or its equivalent in foreign currencies), per annum in the preceding twelve months; (vii) a corporation with total net assets exceeding RM10 million (or its equivalent in a foreign currencies) based on the last audited accounts; (viii) a partnership with total net assets exceeding RM10 million (or its equivalent in foreign currencies); (ix) a bank licensee or insurance licensee as defined in the Labuan Financial Services and Securities Act 2010; (x) an Islamic bank licensee or takaful licensee as defined in the Labuan Financial Services and

Securities Act 2010; and (xi) any other person as may be specified by the Commission; provided that, in the each of the preceding categories (i) to (xi), the distribution of the shares of Class A common stock is made by a holder of a Capital Markets Services Licence who carries on the business of dealing in securities. The distribution in Malaysia of this prospectus is subject to Malaysian laws. This prospectus does not constitute and may not be used for the purpose of public offering or an issue, offer for subscription or purchase, invitation to subscribe for or purchase any securities requiring the registration of a prospectus with the Commission under the Capital Markets and Services Act 2007.

Taiwan

The shares of Class A common stock have not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorised to offer, sell, give advice regarding or otherwise intermediate the offering and sale of the shares of Class A common stock in Taiwan.

South Africa

Due to restrictions under the securities laws of South Africa, no "offer to the public" (as such term is defined in the South African Companies Act, No. 71 of 2008 (as amended or re-enacted) (the "South African Companies Act") is being made in connection with the issue of the shares of Class A common stock in South Africa. Accordingly, this document does not, nor is it intended to, constitute a "registered prospectus" (as that term is defined in the South African Companies Act) prepared and registered under the South African Companies Act and has not been approved by, and/or filed with, the South African Companies and Intellectual Property Commission or any other regulatory authority in South Africa. The shares of Class A common stock are not offered, and the offer shall not be transferred, sold, renounced or delivered, in South Africa or to a person with an address in South Africa, unless one or other of the following exemptions stipulated in section 96 (1) applies:

Section 96(1) (a) the offer, transfer, sale, renunciation or delivery is to:

(i) persons whose ordinary business, or part of whose ordinary business, is to deal in securities, as principal or agent;

(ii) the South African Public Investment Corporation;

(iii) persons or entities regulated by the Reserve Bank of South Africa;

(iv) authorised financial service providers under South African law;

(v) financial institutions recognised as such under South African law;

(vi) a wholly-owned subsidiary of any person or entity contemplated in (iii), (iv) or (v), acting as agent in the capacity of an authorised portfolio manager for a pension fund, or as manager for a collective investment scheme (in each case duly registered as such under South African law); or

(vii) any combination of the person in (i) to (vi); or

Section 96(1) (b) the total contemplated acquisition cost of the securities, for any single addressee acting as principal is equal to or greater than ZAR1,000,000 or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act.

Information made available in this prospectus should not be considered as "advice" as defined in the South African Financial Advisory and Intermediary Services Act, 2002.

LEGAL MATTERS

The validity of the shares of Class A common stock will be passed upon for us by Simpson Thacher & Bartlett LLP, Washington, D.C. Certain legal matters in connection with this offering will be passed upon for the underwriters by Latham & Watkins LLP, Washington, D.C. An investment vehicle comprised of selected partners of Simpson Thacher & Bartlett LLP, members of their families, related persons, and others owns an interest representing less than 1% of the capital commitments of certain investment funds affiliated with Blackstone, Carlyle, and H&F.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2025, as set forth in their report, which is incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements are incorporated by reference in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of Class A common stock offered by this prospectus. This prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information about us and shares of our Class A common stock, we refer you to the registration statement and to its exhibits and schedules. Statements in this prospectus about the contents of any contract, agreement or other document are not necessarily complete and in each instance we refer you to the copy or form of such contract, agreement or document filed as an exhibit to the registration statement, each statement being qualified in all respects by such reference. You may inspect these reports and other information without charge at a website maintained by the SEC. The address of this site is *www.sec.gov*.

We maintain an internet site at *www.medline.com*. The information on, or accessible from, our website is not part of this prospectus by reference or otherwise.

We are subject to the informational requirements of the Exchange Act and as a result file annual, quarterly and current reports, proxy statements and other information with the SEC. You are able to inspect copies of these materials without charge at the SEC's website.

INFORMATION INCORPORATED BY REFERENCE

The rules of the SEC allow us to incorporate information into this prospectus by reference. This means that we can disclose important information to you by referring you to another document. The information incorporated by reference is considered to be a part of this prospectus. This prospectus incorporates by reference the documents listed below.

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed on February 25, 2026;
- the portions of our definitive proxy statement on Schedule 14A filed with the SEC on April 23, 2026 that were incorporated by reference in our annual report on Form 10-K for the fiscal year ended December 31, 2025;
- our Quarterly Reports on Form 10-Q for the fiscal quarters ended March 28, 2026, June 27, 2026, and September 26, 2026 filed on May 6, 2026, August 5, 2026, and November 4, 2026, respectively; and

- our Current Reports on Form 8-K filed on June 2, 2026, June 12, 2026, July 9, 2026, and October 15, 2026.

Any statement made in this prospectus or in a document incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed as so modified or superseded, except as so modified or superseded, to constitute a part of this prospectus.

You can obtain any of the filings incorporated by reference into this prospectus through us or from the SEC through the SEC's website at *www.sec.gov*. We will provide, without charge, to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of such person, a copy of any or all of the reports and documents referred to above which have been or may be incorporated by reference into this prospectus. You should direct requests for those documents to:

Medline Inc.
3 Lakes Drive
Northfield, Illinois 60093
IR@medline.com

We maintain an internet site at *www.medline.com*. Our website and the information contained on or connected to it shall not be deemed to be incorporated into this prospectus or the registration statement of which it forms a part.

60,000,000 Shares



Medline Inc.

Class A Common Stock

PRELIMINARY PROSPECTUS

, 2026

Global Coordinators and Joint Bookrunning Managers

Goldman Sachs & Co. LLC
BofA Securities

Morgan Stanley
J.P. Morgan

Co-Managers

Blackstone Capital Markets

Carlyle

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the expenses payable by the Registrant expected to be incurred in connection with the issuance and distribution of the shares of Class A common stock being registered hereby (other than underwriting discounts and commissions). All of such expenses are estimates, other than the filing and listing fees payable to the Securities and Exchange Commission and the Financial Industry Regulatory Authority, Inc.

Filing Fee—Securities and Exchange Commission	$ 238,500
Fee—Financial Industry Regulatory Authority, Inc.	225,500
Fees of Transfer Agent	9,050
Fees and Expenses of Counsel	850,000
Fees and Expenses of Accountants	375,000
Printing Expenses	111,220
Miscellaneous Expenses	—
Total	$ 1,809,270

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 102(b)(7) of the Delaware General Corporation Law, or DGCL, allows a corporation to provide in its certificate of incorporation that a director and certain officers of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable, except where the director or officer breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, or obtained an improper personal benefit. In addition, no provision may limit or eliminate the liability of a director for the authorization of the payment of a dividend or a stock repurchase or redemption in violation of Delaware corporate law, and no provision may limit or eliminate the liability of an officer in any action by or in the right of the Company, including any derivative claim. Our amended and restated certificate of incorporation provides for this limitation of liability to the fullest extent permitted by law, as it exists now or may exist in the future. Our amended and restated certificate of incorporation further provides that no amendment to our exculpation provision will limit or eliminate the rights or protections of officers with respect to acts or omissions occurring prior to the time of the amendment.

Section 145 of the DGCL, or Section 145, provides, among other things, that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation or enterprise against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner they reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that their conduct was illegal. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending, or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee, or agent of another corporation or enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner they reasonably believed to be in or not opposed to the corporation's best interests, provided further that no indemnification is permitted without judicial approval if the officer, director, employee, or agent is adjudged to be liable to the corporation. Where directors or certain officers are successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify them against the expenses such officer or director has actually and reasonably incurred.

Section 145 also provides that the expenses incurred by a director, officer, employee, or agent of the corporation or a person serving at the request of the corporation as a director, officer, employee, or agent of another corporation or enterprise in defending any action, suit, or proceeding may be paid in advance of the final disposition of the action, suit, or proceeding, subject, in the case of current officers and directors, to the corporation's receipt of an undertaking by or on behalf of such officer or director to repay the amount so advanced if it shall be ultimately determined that such person is not entitled to be indemnified.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of their status as such, whether or not the corporation would otherwise have the power to indemnify them under Section 145.

Our amended and restated bylaws provide that, subject to limited exceptions, we must indemnify our directors and officers to the fullest extent authorized by the DGCL and must pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified under our amended and restated bylaws or otherwise.

The rights to indemnification and advancement of expenses set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our amended and restated certificate of incorporation, our amended and restated bylaws, agreement, vote of stockholders or disinterested directors, or otherwise.

We expect to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

We have entered into indemnification agreements with our directors and executive officers. These agreements require us, subject to limited exceptions, to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to us, and to advance expenses they incur as a result of any proceeding to which they are or are threatened to be made a party or participant. Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors or executive officers, we have been informed that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy and is therefore unenforceable.

The proposed form of Underwriting Agreement to be filed as Exhibit 1.1 to this Registration Statement provides for indemnification to our directors and officers by the underwriters against certain liabilities.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

In connection with the initial public offering of the Registrant's Class A common stock, par value $0.0001 per share (the "Class A common stock"), the Registrant effected the Reorganization Transactions. In connection with the Reorganization Transactions, on December 16, 2025, the Registrant issued (i) 607,521,662 shares of its Class A common stock and (ii) 527,195,560 shares of its Class B common stock, par value $0.0001 per share (the "Class B common stock") to its pre-IPO owners or affiliates thereof. No underwriters were involved in the issuance of these shares of Class A common stock or Class B common stock. The issuance of such shares of Class A common stock and Class B common stock was not registered under the Securities Act, because the shares were offered and sold in a transaction by the issuer not involving any public offering exempt from registration under Section 4(a)(2) of the Securities Act.

On November 6, 2024, in connection with its incorporation, the Registrant issued 10,000 shares of the Registrant's Class B common stock, par value $0.0001 per share, to Medline Holdings, LP (f/k/a Mozart Holdings, LP), a Delaware limited partnership, for $1.00. The issuance of such shares of Class B common stock was not

registered under the Securities Act, because the shares were offered and sold in a transaction by the issuer not involving any public offering exempt from registration under Section 4(a)(2) of the Securities Act.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits. See the Exhibit Index immediately preceding the signature pages hereto, which is incorporated by reference as if fully set forth herein.

(b) Financial Statement Schedules. Financial statement schedules have been omitted because they are not required, not applicable, or not present in amounts sufficient to require submission of the schedule.

ITEM 17. UNDERTAKINGS

(1) The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(2) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(3) The undersigned registrant hereby undertakes that,

(A) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(B) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(C) For the purpose of determining liability under the Securities Act of 1933 to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(D) For the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

EXHIBIT INDEX

Exhibit No.	Description
1.1	Form of Underwriting Agreement
3.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
3.2	Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
4.1	Indenture, dated as of October 15, 2021, by and between Mozart Debt Merger Sub Inc. and Wilmington Trust, National Association as trustee, paying agent, transfer agent and registrar (incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.2	First Supplemental Indenture, dated as of October 21, 2021, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.3	Second Supplemental Indenture, dated as of July 19, 2024, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.3 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.4	Third Supplemental Indenture, dated as of December 20, 2024, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.4 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.5	Indenture, dated as of October 15, 2021, among Mozart Debt Merger Sub Inc. and Wilmington Trust, National Association as trustee, paying agent, transfer agent, registrar and notes collateral agent (incorporated by reference to Exhibit 4.5 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.6	First Supplemental Indenture, dated as of October 21, 2021, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.6 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.7	Second Supplemental Indenture, dated as of July 19, 2024, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.7 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.8	Third Supplemental Indenture, dated as of December 20, 2024, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.8 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.9	Indenture, dated as of March 27, 2024, among Medline Borrower, LP, Medline Co-Issuer, Inc., Medline Intermediate, LP, the Subsidiary Guarantors named therein and Wilmington Trust, National Association as trustee, paying agent, transfer agent, registrar and notes collateral agent (incorporated by reference to Exhibit 4.9 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.10	First Supplemental Indenture, dated as of June 24, 2024, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee and collateral agent (incorporated by reference to Exhibit 4.10 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.11	Second Supplemental Indenture, dated as of July 19, 2024, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee and collateral agent (incorporated by reference to Exhibit 4.11 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))

Exhibit No.	Description
4.12	Third Supplemental Indenture, dated as of December 20, 2024, among each of the subsidiaries of Medline Borrower, LP listed thereto and Wilmington Trust, National Association, as trustee and collateral agent (incorporated by reference to Exhibit 4.12 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
4.13	Indenture, dated as of May 28, 2026, among Medline Borrower, LP, as the Issuer, Medline Co-Issuer, Inc., as the Co-Issuer, Medline Intermediate, LP, as Holdings, the Subsidiary Guarantors named therein, and Wilmington Trust, National Association, as Trustee, Paying Agent, Transfer Agent, Registrar and Notes Collateral Agent (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed on June 2, 2026 (File No. 001-43022))
5.1	Opinion of Simpson Thacher & Bartlett LLP
10.1	Second Amended and Restated Limited Partnership Agreement of Medline Holdings, LP (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.2	Tax Receivable Agreement (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.3	Exchange Agreement (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.4	Registration Rights Agreement (incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.5.1	Director Nomination Agreement between the Registrant and entities affiliated with Blackstone (incorporated by reference to Exhibit 10.5.1 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.5.2	Director Nomination Agreement between the Registrant and entities affiliated with Carlyle (incorporated by reference to Exhibit 10.5.2 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.5.3	Director Nomination Agreement between the Registrant and entities affiliated with H&F (incorporated by reference to Exhibit 10.5.3 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.5.4	Director Nomination Agreement between the Registrant and entities affiliated with the Mills Family (incorporated by reference to Exhibit 10.5.4 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.6	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.6 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.7	Support and Services Agreement, dated as of October 21, 2021, among Medline Holdings, LP (f/k/a Mozart Holdings, LP), Medline Industries, LP, Blackstone Capital Partners VIII L.P. and Blackstone Management Partners L.L.C. (incorporated by reference to Exhibit 10.7 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.8	Consulting Services Agreement, dated as of October 21, 2021, between Medline Holdings, LP (f/k/a Mozart Holdings, LP) and Carlyle Investment Management L.L.C. (incorporated by reference to Exhibit 10.8 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.9	Service Agreement, dated as of October 21, 2021, between Medline Holdings, LP (f/k/a Mozart Holdings, LP) and Hellman & Friedman LP (incorporated by reference to Exhibit 10.9 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.10	Service Agreement, dated as of October 21, 2021, between Medline Holdings, LP (f/k/a Mozart Holdings, LP) and Mozart Holdco, Inc. (incorporated by reference to Exhibit 10.10 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.11	Medline Inc. 2025 Omnibus Incentive Plan (incorporated by reference to Exhibit 4.3 filed with the Registrant's Registration Statement on Form S-8 filed with the Securities and Exchange Commission on December 16, 2025)†

Exhibit No.	Description
10.12	Employment Agreement between Medline Industries, LP and James M. Boyle, dated October 1, 2023 (incorporated by reference to Exhibit 10.12 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))†
10.13	Employment Agreement between Medline Industries, LP and James M. Pigott, dated October 1, 2023 (incorporated by reference to Exhibit 10.13 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))†
10.14	Transition and Release Agreement by and among James M. Pigott, Medline Industries, LP, Medline Management Aggregator LLC (f/k/a Mozart Management Aggregator LLC) and Medline Holdings, LP (f/k/a Mozart Holdings, LP), dated October 14, 2024 (incorporated by reference to Exhibit 10.14 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))†
10.15	Credit Agreement, dated as of October 21, 2021, among Medline Borrower, LP, as successor in interest to Mozart Debt Merger Sub Inc., Medline Intermediate, LP, the guarantors from time to time party thereto, the lending institutions from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.15 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.16	Amendment No. 1 to the Credit Agreement, dated as of June 28, 2023, among Medline Borrower, LP, as successor in interest to Mozart Debt Merger Sub Inc., Medline Intermediate, LP, the guarantors from time to time party thereto, the lending institutions from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.16 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.17	Amendment No. 2 to the Credit Agreement, dated as of March 27, 2024, among Medline Borrower, LP, as successor in interest to Mozart Debt Merger Sub Inc., Medline Intermediate, LP, the guarantors from time to time party thereto, the lending institutions from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.17 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.18	Amendment No. 3 to the Credit Agreement, dated as of July 8, 2024, among Medline Borrower, LP, as successor in interest to Mozart Debt Merger Sub Inc., Medline Intermediate, LP, the guarantors from time to time party thereto, the lending institutions from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.18 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.19	Amendment No. 4 to the Credit Agreement, dated as of November 19, 2024, among Medline Borrower, LP, as successor in interest to Mozart Debt Merger Sub Inc., Medline Intermediate, LP, the guarantors from time to time party thereto, the lending institutions from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.19 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.20	Security Agreement, dated as of October 21, 2021, among the grantors party thereto and Bank of America, N.A., as collateral agent (incorporated by reference to Exhibit 10.20 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.21	Supplement No. 1, dated as of July 19, 2024, to the Security Agreement, dated as of October 21, 2021, among the grantors party thereto and Bank of America, N.A., as collateral agent (incorporated by reference to Exhibit 10.21 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.22	Supplement No. 2 to the Security Agreement, dated as of December 20, 2024, among the grantors party thereto and Bank of America, N.A., as collateral agent (incorporated by reference to Exhibit 10.22 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.23	Security Agreement, dated as of October 21, 2021, among the grantors party thereto and Wilmington Trust, National Association as notes collateral agent (incorporated by reference to Exhibit 10.23 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.24	Supplement No. 1 to the Security Agreement, dated as of July 19, 2024, among the grantors party thereto and Wilmington Trust, National Association as notes collateral agent (incorporated by reference to Exhibit 10.24 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))

Exhibit No.	Description
10.25	Supplement No. 2 to the Security Agreement, dated as of December 20, 2024, among the grantors party thereto and Wilmington Trust, National Association as notes collateral agent (incorporated by reference to Exhibit 10.25 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.26	Security Agreement, dated as of March 27, 2024, among the grantors party thereto and Wilmington Trust, National Association as notes collateral agent (incorporated by reference to Exhibit 10.26 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.27	Supplement No. 1 to the Security Agreement, dated as of July 19, 2024, among the grantors party thereto and Wilmington Trust, National Association as notes collateral agent (incorporated by reference to Exhibit 10.27 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.28	Supplement No. 2 to the Security Agreement, dated as of December 20, 2024, among the grantors party thereto and Wilmington Trust, National Association as notes collateral agent (incorporated by reference to Exhibit 10.28 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.29	Medline Inc. 2025 Employee Stock Purchase Plan (incorporated by reference to Exhibit 4.4 filed with the Registrant's Registration Statement on Form S-8 filed with the Securities and Exchange Commission on December 16, 2025 (File No. 333-292176))†
10.30	Amended and Restated Medline Inc. Executive Severance Plan (incorporated by reference to Exhibit 10.30 to the Registrant's Registration Statement on Form 10-K filed on February 25, 2026 (File No. 001-43022))†
10.31	Medline Management Aggregator LLC Equity Incentive Plan (incorporated by reference to Exhibit 10.31 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))†
10.32	Form of Unit Subscription Agreement (Class A Units and Class B Units of the Aggregator) (incorporated by reference to Exhibit 10.32 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))†
10.33	Form of Incentive Unit Subscription Agreement (Class B Units of the Aggregator) (General) (incorporated by reference to Exhibit 10.33 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))†
10.34	Form of Incentive Unit Subscription Agreement (Class B Units of the Aggregator) (Messrs. Boyle and Pigott Promotion Grant) (incorporated by reference to Exhibit 10.34 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))†
10.35	Amendment No. 5 to the Credit Agreement, dated March 28, 2025, among Medline Borrower, LP, as successor in interest to Mozart Debt Merger Sub Inc., Medline Intermediate, LP, the guarantors from time to time party thereto, the lending institutions from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.35 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.36	Amendment No. 6 to the Credit Agreement, dated July 31, 2025, among Medline Borrower, LP, as successor in interest to Mozart Debt Merger Sub Inc., Medline Intermediate, LP, the guarantors from time to time party thereto, the lending institutions from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.36 to the Registrant's Registration Statement on Form S-1 filed on October 28, 2025 (File No. 333-291112))
10.37	Information and Access Agreement between the Registrant and entities affiliated with Hux (incorporated by reference to Exhibit 10.6 to the Registrant's Current Report on Form 8-K filed on December 22, 2025 (File No. 001-43022))
10.38	Amendment No. 7 to the Credit Agreement, dated as of May 28, 2026, among Medline Intermediate, LP, Medline Borrower, LP, as successor in interest to Mozart Debt Merger Sub Inc., the guarantors from time to time party thereto, the lending institutions and L/C issuers from time to time party thereto, and Bank of America, N.A., as administrative agent, collateral agent, lender and L/C issuer (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on June 2, 2026 (File No. 001-43022))
10.39	Medline Inc. Executive Annual Incentive Plan (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 10-Q filed on August 5, 2026 (File No. 001-43022))†

Exhibit No.	Description
10.40	Form of Share and Unit Repurchase Agreement
21.1	Subsidiaries of the Registrant (incorporated by reference to Exhibit 21.1 to the Registrant's Annual Report on Form 10-K filed on February 25, 2026 (File No. 001-43022))
23.1	Consent of Ernst & Young LLP as to Medline Inc.
23.2	Consent of Simpson Thacher & Bartlett LLP (included as part of Exhibit 5.1)
24.1	Power of Attorney (included in signature pages of this Registration Statement)
107	Filing Fee Table

† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Northfield, State of Illinois, on the 16th day of November, 2026.

MEDLINE INC.

By: /s/ James M. Boyle
Name: James M. Boyle
Title: Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints James M. Boyle, Michael B. Drazin, and Alex M. Liberman, and each of them, any of whom may act without joinder of the other, the individual's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for the person and in their name, place and stead, in any and all capacities, to sign this Registration Statement and any or all amendments, including post-effective amendments to the Registration Statement, including a prospectus or an amended prospectus therein and any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462 under the Securities Act, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as they might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on the 16th day of November, 2026.

Signature	Title
/s/ James M. Boyle James M. Boyle	Chief Executive Officer and Director (principal executive officer)
/s/ Charles N. Mills Charles N. Mills	Chair of the Board of Directors
/s/ Joseph P. Baratta Joseph P. Baratta	Director
/s/ Jacob D. Best Jacob D. Best	Director
/s/ Todd M. Bluedorn Todd M. Bluedorn	Director
/s/ Richard A. Galanti Richard A. Galanti	Director
/s/ Patrick J. Healy Patrick J. Healy	Director
/s/ Andrew J. Mills Andrew J. Mills	Director
/s/ Robert R. Schmidt Robert R. Schmidt	Director
/s/ Anushka M. Sunder Anushka M. Sunder	Director
/s/ Thomas W. Sweet Thomas W. Sweet	Director
/s/ Stephen H. Wise Stephen H. Wise	Director
/s/ Michael B. Drazin Michael B. Drazin	Chief Financial Officer (principal financial officer)
/s/ Jessi L. Corcoran Jessi L. Corcoran	Chief Accounting Officer (principal accounting officer)

Exhibit 1.1

Medline Inc.

Class A Common Stock, Par Value $0.0001

Underwriting Agreement

November [_____], 2026

Goldman Sachs & Co. LLC
Morgan Stanley & Co. LLC
BofA Securities, Inc.
J.P. Morgan Securities LLC

As representatives (the "Representatives") of the several Underwriters named in Schedule I hereto,

c/o Goldman Sachs & Co. LLC
200 West Street,
New York, New York 10282-2198

c/o Morgan Stanley & Co. LLC
1585 Broadway,
New York, New York 10036

c/o BofA Securities, Inc.
One Bryant Park,
New York, New York 10036

c/o J.P. Morgan Securities LLC
270 Park Avenue,
New York, New York 10017

Ladies and Gentlemen:

The stockholders named in Schedule II hereto (the "Selling Stockholders") of Medline Inc., a Delaware corporation (the "Company"), propose, subject to the terms and conditions stated in this agreement (this "Agreement"), to sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of [_____] shares (the "Firm Shares") and, at the election of the Underwriters, up to [_____] additional shares (the "Optional Shares") of Class A common stock, par value $0.0001 per share ("Class A Common Stock"), of the Company (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 3 hereof being collectively called the "Shares").

The Company is a holding company, and its sole material assets are its equity interests held directly or indirectly through wholly owned subsidiaries in Medline Holdings, LP, a Delaware limited partnership ("Medline Holdings"). As the general partner of Medline Holdings, the Company operates and controls all of the business and affairs of Medline Holdings and, through Medline Holdings and its subsidiaries, conducts its business.

In connection with the offering contemplated by this Agreement, the Class A Common Stock to be sold by each Selling Stockholder (i) is currently held directly by such Selling Stockholder (or is currently held directly by an affiliate of such Selling Stockholder and will be transferred to such Selling Stockholder prior to the applicable Time of Delivery (as defined herein)) or (ii) will be issued by the Company to such Selling Stockholder upon exchange (the "Unit Exchange") of limited partnership interests in Medline Holdings ("Units"), held by such Selling Stockholder at a ratio of one Unit for one share of Class A Common Stock of the Company, pursuant to the terms of the Second Amended and Restated Limited Partnership Agreement of Medline Holdings (the "Amended and Restated Limited Partnership Agreement") dated as of December 16, 2025, and the terms of the Exchange Agreement (the "Exchange Agreement") dated as of December 16, 2025, by and among the Company, Medline Holdings and the other parties named therein. The Class A Common Stock to be sold in the offering by the Selling Stockholders has been registered for resale pursuant to the Registration Statement (as defined below) in accordance with the terms of the Registration Rights Agreement (the "Registration

Rights Agreement" and, together with this Agreement, the Amended and Restated Limited Partnership Agreement and the Exchange Agreement, the "Transaction Documents") dated as of December 16, 2025, between the Company and the other parties named therein.

1. Each of the Company and Medline Holdings (each, a "Medline Party" and collectively, the "Medline Parties"), jointly and severally represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S-1 (File No. 333-[_____]) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to the Representatives, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement or document incorporated by reference in the Registration Statement or the prospectus contained therein has been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act has been initiated or, to the knowledge of the Company, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a "Preliminary Prospectus"); the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 6(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(c) hereof) is hereinafter called the "Pricing Prospectus"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; any reference herein to any Preliminary Prospectus, the Pricing Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S–1 under the Act, as of the date of such prospectus; any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus"; any oral or written communication with potential investors undertaken in reliance on Rule 163B under the Act ("Rule 163B") is hereinafter called a "Testing-the-Waters Communication"; and any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Written Testing-the-Waters Communication".

(b) (i) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (ii) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 10(c) of this Agreement).

(c) For the purposes of this Agreement, the "Applicable Time" is [_____] p.m. (Eastern time) on the date of this Agreement. The Pricing Prospectus, as supplemented by the information listed on Schedule III(c) and Schedule III(d) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 5(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication listed on Schedule III(e)

hereto does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication listed on Schedule III(e) hereto, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information.

(d) The documents incorporated by reference in the Pricing Prospectus and the Prospectus, as the case may be, when they became effective or were filed with the Commission, conformed in all material respects to the requirements of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and none of such documents contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects to the applicable requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information.

(f) This Agreement has been duly authorized, executed and delivered by each Medline Party.

(g) Neither of the Medline Parties nor any of their subsidiaries has, since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus, (i) sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Medline Parties and their subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Medline Parties and their subsidiaries taken as a whole, in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and except as otherwise set forth in or contemplated by the Registration Statement, the Pricing Prospectus and the Prospectus, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been (x) any change in the capital stock (other than as a result of (i) the exercise or settlement, if any, of stock options or other equity awards or the grant or award, if any, of stock options, restricted stock or other equity pursuant to any of the Medline Parties' equity plans that are described in the Pricing Prospectus and the Prospectus or (ii) the issuance, if any, of stock upon conversion or exchange of Company securities or securities of Medline Holdings, as described in the Pricing Prospectus and the Prospectus) or material change in the long-term debt of the Medline Parties or any of their subsidiaries or (y) any Material Adverse Effect (as defined below). As used in this Agreement, "Material Adverse Effect" shall mean any material adverse change, or any development that would reasonably be expected to result in a material adverse change, in the condition (financial or otherwise), business, results of operations or prospects, whether or not arising from transactions in the ordinary course of business, of the Medline Parties and their subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus.

(h) Ernst & Young LLP, who has expressed its opinion with respect to certain financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus, is an independent registered public accounting firm

within the meaning of the rules of the Public Company Accounting Oversight Board (United States) and as required by the Act and the rules and regulations of the Commission thereunder.

(i) The consolidated historical financial statements of Medline Holdings and its consolidated subsidiaries as of the dates indicated and the related notes thereto included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the consolidated financial position of Medline Holdings and its consolidated subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified, in each case except as may be noted therein. Such financial statements have been prepared in conformity with generally accepted accounting principles in the United States ("GAAP") applied on a consistent basis throughout the periods involved (except as otherwise stated therein). Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Prospectus and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable. The statistical and market related data included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus are based on or derived from sources that each Medline Party believes to be reliable and accurate in all material respects and represent their good faith estimates that are made on the basis of data derived from such sources.

(j) Each Medline Party and each "significant subsidiary" of the Medline Parties (as such term is defined in Rule 1-02 of Regulation S-X) (each a "Subsidiary" and collectively the "Subsidiaries") (i) has been duly incorporated or formed, as applicable, and is validly existing as a corporation, limited partnership or limited liability company, as applicable, and in good standing or equivalent status (to the extent such concept exists in the applicable jurisdiction) under the laws of the jurisdiction of its incorporation or formation, as applicable, (ii) has corporate or other organizational power, as applicable, and authority (x) to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Pricing Prospectus and the Prospectus, as applicable, and (y) in the case of the Medline Parties, to enter into and perform their respective obligations under this Agreement, and (iii) is duly qualified as a foreign entity to transact business and is in good standing or equivalent status (to the extent such concept exists in the applicable jurisdiction) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except, in the case of the Medline Parties with respect to clauses (ii) and (iii), and in the case of the Subsidiaries with respect to clauses (i), (ii) and (iii) where the failure to be so organized or qualified, have such power or authority or be in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Medline Parties do not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21.1 to the Registration Statement (except for any (i) non-controlling interests in entities that are not subsidiaries and (ii) unnamed subsidiaries, considered in the aggregate as a single subsidiary, that would not constitute a "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X) as of the end of the year covered by the Prospectus), and each of the subsidiaries of the Company is organized in the jurisdiction set forth beside such subsidiary's name in such exhibit. As used in this Agreement, "subsidiary" or "subsidiaries" shall mean both direct and indirect subsidiaries of an entity.

(k) (i) The Company has an authorized capitalization as set forth in the Pricing Prospectus and (A) all of the issued and outstanding shares of capital stock of the Company (including the Shares to be sold by the Selling Stockholders) have been duly authorized and are (other than the Shares issued pursuant to the Unit Exchange, which are described in clause (B)) validly issued, fully paid and non-assessable and conform in all material respects to the description of the Company's capital stock contained in the Pricing Disclosure Package and Prospectus; (B) all of the Shares issued pursuant to the Unit Exchange to certain Selling Stockholders have been duly authorized and validly reserved for issuance, and at the Time of Delivery, will be issued and delivered against payment therefor as provided herein and in accordance with the provisions of the Exchange Agreement, and will be validly issued, fully paid and will conform in all material respects to the description of the Company's capital stock contained in the Pricing Disclosure Package and Prospectus; and (C) all of the issued equity

interests of Medline Holdings and its subsidiaries have been duly and validly authorized and issued, fully paid and non-assessable and (except, (a) in the case of any foreign subsidiary, for directors' qualifying shares and (b) the Units owned by the Pre-IPO Unitholders (each, as defined in the Registration Statement, the Pricing Prospectus and the Prospectus)) are owned directly or indirectly by the Company, free and clear of all liens, mortgages, pledges, security interest, encumbrances, equities or claims other than as described in the Registration Statement, the Pricing Prospectus and the Prospectus, and (ii) there are no outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Medline Parties other than as described in the Registration Statement, the Pricing Prospectus and the Prospectus.

(l) None of the Medline Parties nor their subsidiaries are (A) in violation of their respective charter or bylaws or similar organizational documents, as applicable, or (B) on the date hereof and on each Time of Delivery, in default ("Default") in the performance or observance of any obligation, agreement, covenant or condition under any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Medline Parties and their subsidiaries are a party (each, an "Existing Instrument") or by which any of them or any of their respective properties may be bound or (C) in violation of any law applicable to the Medline Parties or any of their subsidiaries or any judgment, order, rule or regulation of any governmental or regulatory authority having jurisdiction over the Medline Parties and their subsidiaries, except, in the case of clause (B) and (C), such Defaults or violations as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially and adversely affect the consummation of the transactions contemplated herein.

(m) The execution, delivery and performance of this Agreement, the issuance and delivery of the Shares pursuant to the Unit Exchange and the transactions contemplated hereby (i) will not result in any violation of the provisions of the charter or bylaws or similar organizational documents of the Medline Parties or any of their subsidiaries, as applicable, (ii) will not conflict with or constitute a breach of, or Default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Medline Parties or any of their subsidiaries pursuant to, or require the consent (except as shall have been obtained prior to the Applicable Time) of any other party to, any Existing Instrument, and (iii) will not result in any violation of any law, regulatory or governmental regulation or rule or court decree applicable to the Medline Parties or any of their subsidiaries, except, in the case of clauses (i) (other than with respect to the Medline Parties), (ii) and (iii) above, for such conflicts, breaches, Defaults, liens, charges, encumbrances or violations as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect and would not impair, in any material respect, the ability of the Medline Parties to consummate the transactions contemplated by this Agreement.

(n) No consent, approval, authorization or other order of, or registration, qualification or filing with, any court or other governmental or regulatory authority or agency, is required for the execution, delivery and performance of this Agreement by the Medline Parties the issuance and delivery of the Shares by the Company pursuant to the Unit Exchange or consummation of the transactions contemplated hereby, except for the registration under the Act of the Shares, the approval by the Financial Industry Regulatory Authority ("FINRA") of the underwriting terms and arrangements and such consents, approvals, orders, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters, or as shall have been obtained or made prior to the Time of Delivery, except where the failure to obtain any such consents, approvals, authorizations, orders, registrations or qualifications or make such filings would not impair, in any material respect, the ability of the Company to issue the Shares pursuant to the Unit Exchange or to consummate the transactions contemplated by this Agreement.

(o) Except as otherwise disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, there are no legal or governmental actions, suits or proceedings pending or, to the knowledge of the Medline Parties, threatened (i) against or affecting the Medline Parties or any of their subsidiaries or (ii) which has as the subject thereof any property owned or leased by the Medline Parties or any of their subsidiaries, in each case that would reasonably be

expected, individually or in the aggregate, to result in a Material Adverse Effect or would materially and adversely affect the transactions contemplated by this Agreement.

(p) There are no strikes or other labor disputes against the Medline Parties or their subsidiaries pending or, to the knowledge of the Medline Parties, threatened, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(q) Except as otherwise disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the Medline Parties and their subsidiaries own or possess or have a valid license or other right to use all trademarks, service marks, trade names, patents, inventions, copyrights, know how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures) and other worldwide intellectual property and proprietary rights (including all registrations and applications for registration of, and all goodwill associated with, any of the foregoing) (collectively, "Intellectual Property Rights") necessary to conduct their respective businesses as described in the Registration Statement, the Pricing Prospectus and the Prospectus; (ii) neither of the Medline Parties nor any of their subsidiaries have received any unresolved written notice of any claim of infringement, misappropriation or other violation or conflict with the asserted Intellectual Property Rights of others; and (iii) neither of the Medline Parties nor any of their subsidiaries infringes, misappropriates or otherwise violates any Intellectual Property Rights of any third party.

(r) Except as otherwise disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the Medline Parties and each of their subsidiaries have complied and are presently in compliance with all posted privacy policies, contractual obligations, applicable laws, statutes, judgments, orders, rules and regulations of any court or arbitrator or other governmental or regulatory authority, in each case, relating to the collection, use, transfer, storage, safeguarding, disposal and disclosure by the Medline Parties and each of their subsidiaries of personal, personally identifiable, household, sensitive, confidential or regulated data or information ("Data Security Obligations", and such data and information, "Personal Data"); (ii) the Medline Parties and their subsidiaries have not received any written notification of, or written complaint regarding, and the Medline Parties and their subsidiaries are unaware of any other facts that, individually or in the aggregate, would reasonably indicate, non-compliance with any Data Security Obligation by the Medline Parties and their subsidiaries; and (iii) there is no action, suit or proceeding by or before any court or governmental authority pending or, to the knowledge of the Medline Parties, threatened alleging non-compliance with any Data Security Obligation by the Medline Parties or any of their subsidiaries.

(s) Except as otherwise disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the Medline Parties and their subsidiaries' respective information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, technology and databases used in connection with the operation of the Medline Parties' and their subsidiaries' respective businesses ("IT Systems") are adequate for, and operate and perform as required in connection with the operation of the business of the Medline Parties and their subsidiaries as currently conducted and as described in the Registration Statement, the Pricing Prospectus and the Prospectus, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants; (ii) the Medline Parties and their subsidiaries have taken reasonable technical and organizational measures, and have used reasonable efforts to implement and maintain reasonable controls, policies, procedures and safeguards, to maintain and protect the integrity, operation, redundancy and security of their IT Systems and the data (including Personal Data) used in connection with their businesses; and (iii) there has been no breach, unauthorized distribution, unauthorized use, unauthorized access or misuse of or relating to any IT Systems or Personal Data used in connection with the businesses of the Medline Parties or their subsidiaries, nor any internal investigations relating to the same.

(t) Except as otherwise disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, the Medline Parties and their subsidiaries possess such valid and current certificates, licenses, approvals, clearances, authorizations or permits issued by the appropriate state, federal or foreign regulatory or governmental agencies, including accrediting bodies ("Permits"), necessary to conduct their respective businesses as described in the Registration Statement, Pricing Prospectus and Prospectus, except as would not reasonably be expected to result in a Material Adverse Effect; and except as otherwise disclosed in the Registration Statement, Pricing Prospectus and Prospectus, the Medline Parties and their subsidiaries have not received any notice of proceedings relating to the revocation or adverse modification of, or non-compliance with, any such Permit, except for any such proceedings as would not, individually or in the aggregate reasonably be expected to result in a Material Adverse Effect.

(u) The Medline Parties and their subsidiaries have good and marketable title to all the properties and assets reflected as owned in the financial statements referred to in Section 1(i) hereof, in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects except as otherwise disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, and hold any leased real or personal property under valid and enforceable leases, except, in each case, as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(v) Except for any failures or exceptions that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or as otherwise disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, (x) the Medline Parties and each of their subsidiaries has timely filed (taking into account valid extensions) all U.S. federal, state, local and non-U.S. tax returns required to be filed by them and have paid all taxes (and any related interest, penalties and additions to tax) required to be paid by them (including in their capacity as a withholding agent) except for any taxes being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP, and (y) to the knowledge of the Medline Parties, there is no proposed tax deficiency or assessment against the Medline Parties or any of their subsidiaries.

(w) Each Medline Party is not required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(x) Neither of the Medline Parties nor any of their subsidiaries has taken or will take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in the unlawful stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(y) The Company is in compliance with all provisions of the Sarbanes-Oxley Act of 2002 and all rules and regulations promulgated thereunder or implementing the provisions thereof that are then in effect and which the Company is required to comply with as of such times, including Section 402 related to loans as of the first public filing of the Registration Statement.

(z) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or as disclosed in the Registration Statement, Pricing Prospectus and Prospectus: (i) the Medline Parties and their subsidiaries are in compliance with all applicable federal, state, local and foreign laws and regulations relating to pollution or protection of the environment or, to the extent relating to exposure to hazardous or toxic substances or wastes, pollutants, contaminants, chemicals, petroleum and petroleum products, asbestos and asbestos-containing materials, toxic mold, radioactive materials, polychlorinated biphenyls and per- and polyfluoroalkyl substances (collectively, "Materials of Environmental Concern"), human health, including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the use, generation, treatment, storage, disposal, transport or handling of Materials of Environmental Concern (collectively, "Environmental Laws"); and (ii) none of the Medline Parties or any of their subsidiaries has received written notice of, and, to the knowledge of the Medline Parties, is not otherwise the subject of, any pending claim, investigation, or cause of action, alleging violation, or actual or potential liability of, the Medline Parties or any of their subsidiaries under, any Environmental Law (collectively, "Environmental Claims"), and, to the knowledge of the Medline Parties, no such Environmental Claims have been threatened against the Medline

Parties or any of their subsidiaries or any person or entity whose liability for any Environmental Claim the Medline Parties or any of their subsidiaries have retained or assumed either contractually or by operation of law, and (iii) none of the Medline Parties or any of their subsidiaries has released Materials of Environmental Concern and, to the knowledge of the Medline Parties, no Materials of Environmental Concern are present on, at, under or from any property currently or formerly owned, operated or leased by the Medline Parties or any of their subsidiaries in a manner, location or quantity that could reasonably be expect to require the Medline Parties or any of their subsidiaries to conduct any investigation, cleanup or remedial action pursuant to any Environmental Law.

(aa) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, none of the following events has occurred or exists: (a) a "reportable event" as defined under Section 4043 of the United States Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder ("ERISA") with respect to a Plan (as defined below), other than an event for which the 30-day notice requirement has been waived by the Pension Benefit Guaranty Corporation ("PBGC"); (b) a withdrawal from a Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal from a Plan; (d) the filing by the PBGC of a notice of intent to terminate any Plan, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, respectively, or the commencement of proceedings by the PBGC to terminate a Plan; (e) appointment of a trustee to administer any Plan; (f) with respect to a Plan, the failure to satisfy the minimum funding standard of Section 412 of the Internal Revenue Code of 1986, as amended (the "Code," which term, as used herein, includes the regulations and published interpretations thereunder) or Section 302, 303 or 304 of ERISA, whether or not waived; (g) the imposition of any liability under Title IV of ERISA, other than for contributions to a Plan in the ordinary course and PBGC premiums due but not delinquent under Section 4007 of ERISA; (h) an audit or investigation by the Internal Revenue Service, the U.S. Department of Labor or the PBGC with respect to any Plan; or (i) any violation of applicable qualification standards under the Code, with respect to any Plan. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, none of the following events has occurred or is reasonably likely to occur: (a) an increase in the aggregate amount of contributions required to be made to all Plans in the current fiscal year of the Medline Parties and their subsidiaries compared to the amount of such contributions made in the most recently completed fiscal year of the Medline Parties and their subsidiaries; (b) an increase in the "accumulated post-retirement benefit obligations" (within the meaning of Accounting Standards Codification Topic 715 or subsequent recodification thereof, as applicable) of the Medline Parties and their subsidiaries compared to the amount of such obligations in the most recently completed fiscal year of the Medline Parties and their subsidiaries; (c) any event or condition giving rise to any liability under Title IV of ERISA with respect to the termination of, or withdrawal from, any Plan; or (d) the filing of a claim by one or more employees or former employees of the Medline Parties and their subsidiaries related to their employment. For purposes of this paragraph, the term "Plan" means a plan (within the meaning of Section 3(3) of ERISA) subject to Title IV of ERISA with respect to which the Medline Parties or any of their subsidiaries has any liability.

(bb) Each Medline Party maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that is sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization, (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (E) interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Prospectus and the Pricing Disclosure Package fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto; and the Medline Parties' internal control

over financial reporting is effective and neither Medline Party is aware of any material weaknesses in the internal controls over financial reporting of the Medline Parties.

(cc) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(dd) Since the date of the latest audited financial statements of the Company included or incorporated by reference in the Pricing Prospectus, there has been no change in either Medline Party's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, such Medline Party's internal control over financial reporting.

(ee) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Medline Parties and their subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such controls systems.

(ff) For the past five years, neither of the Medline Parties nor any of their subsidiaries, nor any of their respective directors or officers, nor to the knowledge of the Medline Parties, any employees or any controlled affiliate or third party acting on behalf of the Medline Parties or any of their subsidiaries (each in their capacity as such) has (i) made, offered, promised, authorized, or solicited any unlawful contribution, gift, entertainment or other unlawful expense (or taken any act in furtherance thereof); or (ii) made, offered, promised, authorized, or solicited, directly or indirectly, the payment of money or anything of value to or from any person, in each case, in violation of, any provision of the Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations thereunder, the Bribery Act 2010 of the United Kingdom or any other applicable anti-corruption, anti-bribery or related law, statute or regulation (collectively, "Anti-Corruption Laws"); for the past five years, the Medline Parties and their subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and maintain policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein.

(gg) The operations of the Medline Parties and their subsidiaries are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Medline Parties and their subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulation or guidelines issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Medline Parties or any of their subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Medline Parties, threatened.

(hh) Neither of the Medline Parties nor any of their subsidiaries, directors or officers nor, to the knowledge of the Medline Parties, any employees or any controlled affiliate or agent acting for or on behalf of the Medline Parties or any of their subsidiaries, is (i) currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or the U.S. Department of State, and including, without limitation, the designation as a "specially designated national" or "blocked person," the European Union, the United Kingdom, the United Nations Security Council, or other relevant sanctions authority of a jurisdiction where the Medline Parties operate (collectively, "Sanctions"), or (ii) located, organized, or resident in a country or territory that is the subject or target of Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, the Crimea Region of Ukraine, the non-government controlled areas of the Zaporizhzhia and Kherson Regions of Ukraine, any other covered region of Ukraine identified pursuant to Executive Order 14065, the so-called Donetsk People's Republic, and the so-called Luhansk

People's Republic and, prior to July 1, 2025, Syria, collectively and individually each a "Sanctioned Jurisdiction"); neither of the Medline Parties nor their subsidiaries are engaged in, or have, since April 24, 2019, engaged in, any dealings or transactions with or involving any individual or entity that was at the time of such dealing or transaction, the subject or target of Sanctions or in or with any Sanctioned Jurisdiction in each case in violation of applicable Sanctions; the Medline Parties and their subsidiaries have instituted, and maintain, policies and procedures designed to promote and achieve continued compliance with Sanctions.

(ii) No relationship, direct or indirect, exists between or among the Medline Parties and their subsidiaries, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Medline Parties and their subsidiaries, on the other, that is required by the Act to be described in the Registration Statement and the Prospectus and that is not so described in such documents.

(jj) Health Care Matters:

(1) Except as otherwise disclosed in the Registration Statement, Pricing Prospectus or Prospectus or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, for the past three years, the Medline Parties and their subsidiaries (i) have been in compliance with all Health Care Laws (as defined below) applicable to their business or operations and (ii) have not received any subpoena, or any written civil investigative demand, notice of investigation or equivalent written notice from any governmental authority of any violations of such Health Care Laws.

(2) Except as otherwise disclosed in the Registration Statement, Pricing Prospectus or Prospectus, none of the Medline Parties, their subsidiaries or any of their respective officers or directors: (i) is currently or has been excluded, debarred, suspended or otherwise ineligible to participate in Medicare, Medicaid or TRICARE, (ii) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), or (iii) is or has been subject to a corporate integrity agreement with the United States Department of Health and Human Services Office of the Inspector General or a deferred or non-prosecution agreement with any other governmental authority.

(3) This Section 1(jj) constitutes the exclusive representations and warranties of the Medline Parties and their subsidiaries with respect to the subject matters set forth in this Section 1(jj).

(4) The capitalized terms used in this Section 1(jj) shall have the meanings set forth below:

(i) "Health Care Laws" means (a) the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. §§ 1395nn), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the exclusion laws (42 U.S.C. § 1320a-7), the Physician Payment Sunshine Act (42 U.S.C. § 1320a-7h), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), Titles XVIII and XIX of the Social Security Act, commonly referred to as Medicare and Medicaid, TRICARE, 10 U.S.C. § 1071; (b) the Federal Food, Drug, and Cosmetic Act of 1938, as amended (21 U.S.C. 301 et seq.); (c) the laws of any health care governmental authority which regulates kickbacks, patient reimbursement, or Medicare, Medicaid or TRICARE reimbursement; (d) laws regarding hiring of employees excluded from Medicare, Medicaid or TRICARE; (e) all regulations promulgated pursuant to such Health Care Laws; and (f) applicable state and foreign counterparts of the aforementioned Health Care Laws, each as amended, and the regulations promulgated pursuant to such laws.

(kk) Except as described in the Registration Statement, the Pricing Prospectus and the Prospectus, no person has the right to require a Medline Party or any of their subsidiaries to register any securities for sale under the Act by reason of the filing of the Registration Statement with the Commission or the sale of the Shares by the Selling Stockholders.

(ll) This Agreement conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Prospectus and the Prospectus.

(mm) The statements included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus under the caption "Description of Capital Stock," insofar as they purport to constitute a summary of the terms of the Common Stock, and under the captions "Business—Government Regulation," "Certain Relationships and Related Person Transactions" and "Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects.

(nn) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an "ineligible issuer," as defined under Rule 405 under the Act.

(oo) The Medline Parties and their subsidiaries, taken as a whole, are insured against such losses and risks and in such amounts as in their reasonable judgment are prudent and customary in the businesses in which they are engaged or as required by law.

(pp) Neither the Medline Parties nor any of their subsidiaries are a "covered foreign person", as that term is defined in 31 C.F.R. § 850.209. Neither the Medline Parties nor any of their subsidiaries currently engage, or have plans to engage, directly or indirectly, in a "covered activity", as that term is defined in 31 C.F.R. § 850.208 ("Covered Activity"). Neither Medline Party has any joint ventures that engage in or plan to engage in any Covered Activity.

2. Each of the Selling Stockholders severally represents and warrants to, and agrees with, each of the Underwriters and the Medline Parties that:

(a) Except (i) as will have been obtained on or prior to the Time of Delivery for the registration under the Act of the Shares; (ii) as may be required under foreign or state securities (or Blue Sky) laws or by FINRA or by Nasdaq Global Select Market ("Nasdaq") in connection with the purchase and distribution of the Shares by the Underwriters; and (iii) as would not impair in any material respect the ability of such Selling Stockholder to consummate its obligations hereunder, all consents, approvals, authorizations and orders necessary for the execution and delivery by such Selling Stockholder of this Agreement and for the sale and delivery of the Shares to be sold by such Selling Stockholder hereunder, have been obtained or will be obtained on or prior to the Time of Delivery; and such Selling Stockholder has full right, power and authority to enter into this Agreement and has or will have at the Time of Delivery, after giving effect to the Unit Exchange, full right, power and authority to sell, assign, transfer and deliver the Shares to be sold by such Selling Stockholder hereunder.

(b) The sale of the Shares to be sold by such Selling Stockholder hereunder and the compliance by such Selling Stockholder with this Agreement and the consummation of the transactions contemplated herein and in the Pricing Disclosure Package will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any statute, indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stockholder is bound or to which any of the property or assets of such Selling Stockholder is subject, (ii) result in any violation of the provisions of the certificate of incorporation or by-laws (or similar applicable organizational document) of such Selling Stockholder or (iii) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over such Selling Stockholder or any property or assets of such Selling Stockholder; except in the case of (i) and (iii), as would not, individually or in the aggregate, reasonably be expected to materially impact such Selling Stockholder's ability to perform its obligations under this Agreement.

(c) Upon payment for the Shares to be sold by such Selling Stockholder pursuant to this Agreement, delivery of such Shares, as directed by the Underwriters, to Cede & Co. ("Cede") or such other nominee as may be designated by The Depository Trust Company ("DTC"), registration of such Shares in the name of Cede or such other nominee and the crediting of such Shares on the books of DTC to securities accounts of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the New York Uniform Commercial Code (the "UCC")) to such Shares), (A) DTC shall be a "protected purchaser" of such Shares within the meaning of Section 8-303 of the UCC, (B) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of such Shares free and clear of all security interests, claims, liens or other encumbrances and (C) no action based on any "adverse claim", within the meaning of Section 8-102 of the UCC, to such Shares may be asserted against the Underwriters with respect to such security entitlement; for purposes of this representation, such Selling Stockholder may assume that when such payment, delivery and crediting occur, (x) such Shares will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Company's share registry in accordance with its certificate of incorporation, bylaws and applicable law, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC and (z) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC.

(d) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action that is designed to or that has constituted or might reasonably be expected to cause or result in unlawful stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(e) To the extent that any statements or omissions made in the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement thereto are made in reliance upon and in conformity with the Selling Stockholder Information (as defined below), such Registration Statement and Preliminary Prospectus did not, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will not, when they become effective or are filed with the Commission, as the case may be, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. "Selling Stockholder Information" consists solely of the number of shares of Class A Common Stock and/or Units owned by such Selling Stockholder before and after the offering (excluding percentages) appearing in the beneficial ownership table and corresponding footnotes under the caption "Principal and Selling Stockholders" in the Pricing Prospectus and the Prospectus.

(f) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions herein contemplated, such Selling Stockholder will deliver to you prior to or at the Time of Delivery a properly completed and executed Internal Revenue Service Form W-9 (or applicable Form W-8 or other applicable form or statement specified by Treasury Department regulations in lieu thereof).

(g) The obligations of such Selling Stockholder hereunder shall not be terminated by operation of law, whether by the dissolution of such Selling Stockholder or by the occurrence of any other event; if such Selling Stockholder shall be dissolved, or if any other such event should occur, before the delivery of the Shares to be sold by such Selling Stockholder hereunder, such Shares shall be delivered by or on behalf of such Selling Stockholder in accordance with the terms and conditions of this Agreement.

(h) Such Selling Stockholder will not directly or knowingly indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of applicable Sanctions, or in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of applicable Sanctions, or (ii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable Money Laundering Laws or any applicable Anti-Corruption Laws.

(i) [Reserved].

(j) Such Selling Stockholder represents and warrants that it is not (i) an employee benefit plan subject to Title I of ERISA, (ii) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986, as amended or (iii) an entity deemed to hold "plan assets" of any such plan or account under Section 3(42) of ERISA, 29 C.F.R. 2510.3-101, or otherwise.

(k) Each Selling Stockholder listed on Schedule II hereto and organized or domiciled or otherwise resident for tax purposes in a jurisdiction outside of the United States (each, a "Non-U.S. Selling Stockholder") specifically agrees that, solely with respect to the Shares to be sold by such Selling Stockholder, no stamp, documentary, issuance, registration, transfer, withholding, capital gains, income or other taxes or duties are payable by or on behalf of the Underwriters, the Medline Parties or any of its subsidiaries in such Non-U.S. Selling Stockholder's jurisdiction of organization or to any taxing authority thereof or therein in connection with (i) the execution, delivery or consummation of this Agreement, (ii) the sale and delivery of the Shares to the Underwriters or purchasers procured by the Underwriters, or (iii) to the knowledge of such Selling Stockholder, the resale and delivery of the Shares by the Underwriters in the manner contemplated herein.

3. Subject to the terms and conditions herein set forth, (a) each of the Selling Stockholders agrees, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from each of the Selling Stockholders, at a purchase price per share of $[_____], the number of Firm Shares (to be adjusted by you so as to eliminate fractional shares) determined by multiplying the aggregate number of Firm Shares to be sold by each of the Selling Stockholders as set forth opposite their respective names in Schedule II hereto by a fraction, the numerator of which is the aggregate number of Firm Shares to be purchased by such Underwriter as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the aggregate number of Firm Shares to be purchased by all of the Underwriters from all of the Selling Stockholders hereunder and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, each of the Selling Stockholders, as and to the extent indicated in Schedule II hereto, agrees, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from each of the Selling Stockholders, at the purchase price per share set forth in clause (a) of this Section 3 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by the Representatives so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

Each of the Selling Stockholders, as and to the extent indicated on Schedule II hereto, hereby grants, severally and not jointly, to the Underwriters the right to purchase at their election up to [_____] Optional Shares, at the purchase price per share set forth in the paragraph above, provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares shall be made in proportion to the number of Optional Shares to be sold by each Selling Stockholder. Any such election to purchase Optional Shares may be exercised only by written notice from the Representatives to the Company and the Selling Stockholders, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery (as defined in Section 5(a) hereof) or, unless the Representatives, the Company and the Selling Stockholders otherwise agree in writing, no earlier than two or later than ten business days after the date of such notice.

4. Upon the authorization by the Representatives of the release of the Shares, the several Underwriters propose to offer the Shares for sale upon the terms and conditions set forth in the Pricing Disclosure Package and the Prospectus.

5. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least twenty-four hours' prior notice to the Company and the Selling Stockholders shall be delivered by or on behalf of the Selling Stockholders to the Representatives, through the facilities of DTC, for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Selling Stockholders to the Representatives at least twenty-four hours in advance. To the extent the Shares are delivered in certificated form and not in book-entry form through the facilities of DTC, the Selling Stockholders will cause the certificates, if any, representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on [_____], 2026, or such other time and date as the Representatives and the Selling Stockholders may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York City time, on the date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives, the Company and the Selling Stockholders may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 9 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 9(n) hereof, will be delivered at the offices of Latham & Watkins LLP, 555 Eleventh Street, N.W., Washington, D.C. 20004 (the "Closing Location"), and the Shares will be delivered through the facilities of DTC, all at such Time of Delivery. A meeting will be held at the Closing Location at 4:00 p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 5, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

6. Each of the Medline Parties severally and jointly agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Act prior to the earlier of (i) the First Time of Delivery and (ii) the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be reasonably disapproved by the Representatives promptly after reasonable notice thereof; to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish the Representatives with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise the Representatives, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus relating to

the Shares or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as the Representatives may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, *provided* that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required), to qualify in any jurisdiction as a broker-dealer or to subject itself to taxation in any jurisdiction in which it was not otherwise subject to taxation;

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement (or such later time as may be agreed to by the Company and the Representatives on behalf of the Underwriters) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as the Representatives may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required by law to be delivered and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify the Representatives and upon the Representatives' request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as the Representatives may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon the Representatives' request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as the Representatives may reasonably request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its stockholders as soon as practicable (which may be satisfied by filing with the Commission's EDGAR system), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) During the period beginning from the date hereof and continuing to and including the date 75 days after the date of the Prospectus (the "Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or publicly file with the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares (except for (a) any Registration Statement on Form S-3, or any amendment thereto, *provided* that no securities that are substantially similar to the Shares be offered or sold pursuant to such Registration Statement on Form S-3, or any amendment thereto, or (b) any Registration Statement on Form S-8, or any amendment thereto, to register shares issuable upon exercise of awards granted pursuant to the terms of any employee equity incentive plan), including but not limited to any options or warrants to purchase shares of Common Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Common Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise without (a) the prior written consent of either Goldman Sachs & Co. LLC or Morgan Stanley & Co. LLC, and one

additional Representative, on behalf of the underwriters, and (b) the prior written notice to the other Representatives, (other than (u) shares of Common Stock or substantially similar securities issued pursuant to employee incentive plans existing on the date of this Agreement as described in the Registration Statement, Pricing Prospectus or the Prospectus (including, for the avoidance of doubt, the 2025 Medline Inc. Omnibus Incentive Plan and the Medline Inc. 2025 Employee Stock Purchase Plan) and any long-term incentive awards disclosed in the Pricing Prospectus and the Prospectus, (v) the shares in respect of tax withholding payments due upon the exercise, vesting and/or settlement, as applicable, of any long-term incentive awards described in the Pricing Prospectus and the Prospectus, (w) the shares or any such substantially similar securities to be transferred as a bona fide gift or gifts, including to charitable organization transferees or recipients, provided that, in the case of this clause (w) each recipient of such shares or substantially similar securities shall execute and deliver to the Representatives a lock-up agreement substantially to the effect set forth in Annex III, (x) shares of Stock or substantially similar securities to be issued upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement (including, without limitation, the Units), (y) the issuance of up to 10% of the outstanding shares of Class A Common Stock (assuming all outstanding Units are exchanged for newly issued shares of Class A Common Stock on a one-for-one basis) or securities convertible into, exercisable for, or which are otherwise exchangeable for, Class A Common Stock (including, without limitation Units or any such substantially similar securities of the Company) in connection with the acquisition of, a joint venture with or a merger with, another company, and the filing of a registration statement with respect thereto; provided that, with respect to clause (y), prior to any such issuance each recipient of any such securities shall have executed and delivered to the Representatives an agreement substantially in the form of Annex III hereto)), or (z) the facilitation of the establishment of a trading plan on behalf of a stockholder, officer or director of the Company pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock; provided that (a) such plans do not provide for the transfer of shares of Common Stock during the Lock-Up Period and (b) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan (other than the required disclosure on Form 10-Q or Form 10-K or any other applicable SEC form, as applicable, of the entrance into any trading plan during the relevant fiscal quarter, provided that such disclosure includes a statement to the effect that no transfers may be made pursuant to such trading plan during the Lock-Up Period).

(f) To furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including balance sheets and statements of income, stockholders' equity and cash flows of the Company and its subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; provided that, any report or financial statement that is filed by the Company and publicly available on the Commission's EDGAR system shall be deemed to have been timely furnished and delivered to the stockholders at the time furnished to or filed with the Commission;

(g) During a period of two years from the effective date of the Registration Statement, to furnish to the Representatives copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to the Representatives as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission); provided that any report, communication or statement furnished or filed with the Commission that is publicly available on the Commission's EDGAR system shall be deemed to have been furnished to the Representatives at the time furnished or filed with the Commission;

(h) [Reserved];

(i) For so long as the Company is a reporting company pursuant to Section 12 or 15 of the Exchange Act, the Company will use its best efforts to maintain the listing of the Shares on Nasdaq;

(j) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 111(b) under the Act; and

(k) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of each Medline Party's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); *provided*, *however*, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred.

7. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Selling Stockholder represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule III(a) or Schedule III(c) hereto.

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show.

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; *provided*, *however*, that this covenant shall not apply to any statements or omissions in an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication made in reliance upon and in conformity with the Underwriter Information or the Selling Stockholder Information.

(d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communications, other than those distributed with the prior consent of the Representatives that are listed on Schedule III(e) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Testing-the-Waters Communications.

(e) Each Underwriter represents and agrees that any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) under the Act.

8. Each Medline Party and each of the Selling Stockholders covenant and agree with one another and with the several Underwriters that (a) the Medline Parties will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Medline Parties' and Selling Stockholders' counsels and the Medline Parties' accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 6(b) hereof, including the reasonable fees and disbursements of counsel for the Underwriters up to a maximum of $15,000, in connection with such qualification and in connection with the Blue Sky survey; (iv) all filing fees incident to, and the reasonable fees and disbursements of counsel for the Underwriters (up to a maximum of $50,000), in connection with, any required review by FINRA of the terms of the sale of the Shares; (v) the cost of preparing stock certificates, if applicable; (vi) the cost and charges of any transfer agent or registrar; (vii) all expenses incurred by the Medline Parties in connection with any "road show" presentation to potential investors; provided, however, that 50% of the cost of any aircraft chartered in connection with the road show or "testing-the-waters" pursuant to Rule 163B shall be paid by the Underwriters (with the Medline Parties paying the remaining 50% of the cost); and (viii) all other costs and expenses incident to the performance of the Medline Parties' and Selling Stockholders' obligations hereunder which are not otherwise specifically provided for in this Section; and (b) each Selling Stockholder shall pay any stock transfer taxes payable on the sale and delivery of the Shares to be sold by such Selling Stockholder, in each case to the Underwriters. It is understood, however, that, except as provided in this Section 8, and Sections 10 and 13 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

9. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Medline Parties and Selling Stockholders herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that each Medline Party and Selling Stockholder shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 6(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act shall have been initiated or, to the knowledge of the Company, threatened by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or, to the knowledge of the Company, threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

(b) Latham & Watkins LLP, counsel for the Underwriters, shall have furnished to the Representatives such customary written opinion or opinions and negative assurance letter, dated such Time of Delivery, in form and substance satisfactory to the Representatives, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Simpson Thacher & Bartlett LLP, counsel for the Company and certain of the Selling Stockholders, shall have furnished to the Representatives their customary written opinion or opinions and negative assurance letter, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(d) Morgan Lewis & Bockius LLP, counsel for Platinum Falcon B 2018 RSC Limited, shall have furnished to the Representatives their customary written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(e) Walkers, Cayman Islands counsel for Hellman & Friedman Capital Partners X (Parallel), L.P., shall have furnished to the Representatives their customary written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(f) Walkers, Cayman Islands counsel for CPEP Circle Holdings, L.P., shall have furnished to the Representatives their customary written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(g) Dechert LLP, counsel for Hux Investment Pte. Ltd. and GIC Private Limited, shall have furnished to the Representatives their customary written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(h) Allen & Gledhill LLP, Singapore counsel for Hux Investment Pte. Ltd. and GIC Private Limited, shall have furnished to the Representatives their customary written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(i) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, Ernst & Young LLP shall have furnished to the Representatives a customary letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to the Representatives;

(j) (i) Neither of the Medline Parties nor any of their subsidiaries shall have sustained since the date of the latest audited financial statements of the Company included or incorporated by reference in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock (other than as a result of (x) the exercise or settlement, if any, of stock options or other equity awards or the grant or award, if any, of stock options, restricted stock or other equity pursuant to any of the Medline Parties' equity plans that are described in the Pricing Prospectus and the Prospectus or (y) the issuance, if any, of stock upon conversion or exchange of Company securities or securities of Medline Holdings, as described in the Pricing Prospectus and the Prospectus) or long-term debt of the Medline Parties or any of their subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in the condition (financial or otherwise), business or results of operations, whether or not arising from transactions in the ordinary course of business, of the Medline Parties and their subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in the Representatives' judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(k) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded any debt securities of the Medline Parties or any of their subsidiaries by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Medline Parties' debt securities;

(l) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on Nasdaq; (ii) a suspension or material limitation in trading in the Company's securities on Nasdaq; (iii) a general moratorium

on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) is in the Representatives' judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(m) The Shares to be sold at such Time of Delivery shall have been duly listed on Nasdaq;

(n) FINRA shall have confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements to the offering of the Shares;

(o) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from each of the Company's officers, directors and stockholders listed on Schedule IV hereto, substantially to the effect set forth in Annex III hereto in form and substance satisfactory to the Representatives;

(p) The Company shall have complied with the provisions of Section 6(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement (or such later time as may be agreed to by the Company and the Representatives on behalf of the Underwriters);

(q) The Company and the Selling Stockholders shall have furnished or caused to be furnished to the Representatives at such Time of Delivery certificates of officers of the Company and authorized representatives of each Selling Stockholder, respectively, satisfactory to the Representatives as to the accuracy of the representations and warranties of the Company and the Selling Stockholders, respectively, herein at and as of such Time of Delivery, as to the performance by the Medline Parties and the Selling Stockholders, respectively, of all of their obligations hereunder to be performed at or prior to such Time of Delivery, and as to such other matters as the Representatives may reasonably request, and the Medline Parties shall have furnished or caused to be furnished certificates as to the matters set forth in subsections (a), (j) and (k) of this Section 9; and

(r) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and at each Time of Delivery, the Company shall have furnished or caused to be furnished to the Representatives a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of the chief financial officer of the Company, solely in his capacity as an officer of the Company, with respect to certain financial and operating data contained in the Registration Statement, the Pricing Prospectus and the Prospectus, as applicable, identified by the Representatives (the "Covered Information"), to the effect that (i) the Covered Information was prepared utilizing information derived from the appropriate financial, accounting and corporate records of the Medline Parties and their subsidiaries, (ii) the Covered Information is accurate and correct in all material respects, and (iii) such information, when taken together with the other information contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus, as applicable, does not omit to state a material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

10. Indemnification.

(a) Each Medline Party, jointly and severally, will indemnify and hold harmless each Underwriter and its directors, officers, employees and each person, if any, who controls such Underwriter, within the meaning of the Act and the Exchange Act, and each Selling Stockholder and its directors, officers, employees and each person, if any, who controls such Selling Stockholder, within the meaning of the Act and the Exchange Act, against any losses, claims, damages or liabilities, joint or several, to which such Underwriter and its directors, officers, employees and each person, if any, who controls such Underwriter, within the meaning of the Act

and the Exchange Act and such Selling Stockholder and its directors, officers, employees and each person, if any, who controls such Selling Stockholder, within the meaning of the Act and the Exchange Act may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Written Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter and its directors, officers, employees and each person, if any, who controls such Underwriter, within the meaning of the Act and the Exchange Act and each Selling Stockholder and its directors, officers, employees and each person, if any, who controls such Selling Stockholder, within the meaning of the Act and the Exchange Act for any legal or other expenses reasonably incurred by such Underwriter and its directors, officers, employees and each person, if any, who controls such Underwriter, within the meaning of the Act and the Exchange Act and such Selling Stockholder and its directors, officers, employees and each person, if any, who controls such Selling Stockholder, within the meaning of the Act and the Exchange Act in connection with investigating or defending any such action or claim as such expenses are incurred; *provided*, *however*, that the Medline Parties shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information (as defined below) (with respect to the Underwriters) or the Selling Stockholder Information (with respect to such Selling Stockholder).

(b) Each of the Selling Stockholders, severally and not jointly, will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Written Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Written Testing-the-Waters Communication, in reliance upon and in conformity with such Selling Stockholder's Selling Stockholder Information; and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that such Selling Stockholder shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication in reliance upon and in conformity with the Underwriter Information; provided further that the liability of such Selling Stockholder pursuant to this subsection (b) shall not exceed the product of the number of Shares sold by such Selling Stockholder including any Optional Shares and the price per share referenced in Section 3 hereof (each such amount, the "Selling Stockholder Proceeds" as set forth in the Prospectus).

(c) Each Underwriter, severally and not jointly, will indemnify and hold harmless each Medline Party, each Selling Stockholder, each Medline Party's directors, officers, employees and each person, if any, who controls such Medline Party or Selling Stockholder, within the meaning of the Act and the Exchange Act against any losses, claims, damages or liabilities to which such Medline Party, such Selling Stockholder, such Medline Party's directors, officers and employees and each person, if any, who controls such Medline Party or Selling Stockholder, within the meaning of the Act and the Exchange Act may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any Written Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any Written Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse each Medline Party, each Selling Stockholder, each Medline Party's directors, officers and employees and each person, if any, who controls such Medline Party or Selling Stockholder within the meaning of the Act and the Exchange Act for any legal or other expenses reasonably incurred by such Medline Party, such Selling Stockholder, such Medline Party's directors, officers and employees and each person, if any, who controls such Medline Party or Selling Stockholder within the meaning of the Act and the Exchange Act in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Preliminary Prospectus and the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the fifth paragraph under the caption "Underwriting", and the information contained in the eleventh, twelfth and thirteenth paragraphs under the caption "Underwriting".

(d) Promptly after receipt by an indemnified party under subsection (a), (b) or (c) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 10 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 10. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. It is understood that the indemnifying party or parties shall not, in connection with any one action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all indemnified parties except to the extent that local counsel or counsel with specialized expertise (in addition to any regular counsel) is required to effectively defend against any such action or proceeding. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim

in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 10 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Medline Parties and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the total relative fault of the Medline Parties and the Selling Stockholders on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Medline Parties and the Selling Stockholders on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Selling Stockholders bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Medline Parties or the Selling Stockholders on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Medline Parties, each of the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Shares to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission and (ii) each Selling Stockholder's obligation to contribute any amount under this Section 10(e) is limited in the manner and to the extent set forth in Section 10(b) and such Selling Stockholder shall not be required to contribute any amount in excess of such Selling Stockholder's Proceeds. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) The obligations of the Medline Parties and the Selling Stockholders under this Section 10 shall be in addition to any liability which such Medline Party and the Selling Stockholders may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 10 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director

of the Company) and to each person, if any, who controls the Company or any Selling Stockholder within the meaning of the Act.

11. (a) If any Underwriter shall default in its obligation to purchase the Shares which it has agreed to purchase hereunder at a Time of Delivery, the Representatives may in their discretion arrange for the Representatives or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter, the Representatives do not arrange for the purchase of such Shares, then the Company and the Selling Stockholders shall be entitled to a further period of thirty-six hours within which to procure another party or other parties reasonably satisfactory to the Representatives to purchase such Shares on such terms. In the event that, within the respective prescribed periods, the Representatives notify the Company and the Selling Stockholders that they have so arranged for the purchase of such Shares, or the Company or a Selling Stockholder notifies the Representatives that it has so arranged for the purchase of such Shares, the Representatives or the Company or the Selling Stockholders shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in the Representatives' opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section 11 with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the Representatives and the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Selling Stockholders shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the Representatives and the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, or if the Selling Stockholders shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to the Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company or the Selling Stockholders, except for the expenses to be borne by the Company, the Selling Stockholders and the Underwriters as provided in Section 8 hereof and the indemnity and contribution agreements in Section 10 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

12. The respective indemnities, rights of contribution, agreements, representations, warranties and other statements of the Medline Parties, or any Selling Stockholder, and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any director, officer, employee, affiliate or any controlling person of any Underwriter, the Medline Parties, or any of the Selling Stockholders, or any officer or director or controlling person of the Medline Parties, or any controlling person of any of the Selling Stockholders and shall survive delivery of and payment for the Shares.

13. If this Agreement shall be terminated pursuant to Section 11 hereof, neither the Medline Parties nor the Selling Stockholders shall then be under any liability to any Underwriter except as provided in Sections 8 and 10 hereof; but, if for any other reason, any Shares are not

delivered by or on behalf of the Selling Stockholders as provided herein or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, each Medline Party jointly and severally agrees to reimburse the Underwriters through the Representatives for all accountable and documented out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, actually incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Medline Parties and the Selling Stockholders shall then be under no further liability to any Underwriter except as provided in Sections 8 and 10 hereof.

14. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives; and in dealings with any Selling Stockholder hereunder, you and the Medline Parties shall be entitled to act and rely upon any statement, request, notice or agreement given by such Selling Stockholder.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Representatives in care of Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department; Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Equity Syndicate Desk, with a copy to the Legal Department at the same address; BofA Securities, Inc. One Bryant Park New York, New York 10036, Email: [email address], Attention: Syndicate Department with a copy to: Email: [email address], Attention: ECM Legal; J.P. Morgan Securities LLC, 270 Park Avenue, New York, New York 10017 (fax: (212) 622-8358), Attention Equity Syndicate Desk; and if to the Medline Parties shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Chief Legal Officer; and if to the Selling Stockholders shall be delivered or sent by mail, telex or facsimile transmission to the addresses set forth in Schedule II hereto; provided, however, that any notice to an Underwriter pursuant to Section 10(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Medline Parties by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including each Medline Party and the Selling Stockholders, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

15. Recognition of the U.S. Special Resolution Regimes. (a) In the event that any Underwriter that is a Covered Entity (as defined below) becomes subject to a proceeding under a U.S. Special Resolution Regime (as defined below), the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights (as defined below) could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For purposes of this Section a "BHC Act Affiliate" has the meaning as signed to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

16. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Medline Parties and the Selling Stockholders, and, to the extent provided in Sections 10 and 12 hereof, the officers and directors of the Medline Parties and each person who controls the Medline Parties, any Selling Stockholder or any Underwriter, or any director, officer, employee or affiliate of any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

17. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

18. The Company and each Selling Stockholder acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Selling Stockholders, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Selling Stockholders, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Medline Parties or any Selling Stockholder with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Medline Parties or any Selling Stockholder on other matters) or any other obligation to the Medline Parties or any Selling Stockholder except the obligations expressly set forth in this Agreement, (iv) each Medline Party and each Selling Stockholder has consulted its own legal and financial advisors to the extent it deemed appropriate and (v) none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person. Each Medline Party and each Selling Stockholder agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Medline Party or Selling Stockholder in connection with such transaction or the process leading thereto.

Moreover, each Selling Stockholder acknowledges and agrees that, although the Representatives may be required or choose to provide such Selling Stockholder with certain Regulation Best Interest and Form CRS disclosures or other related documentation in connection with the offering, the Representatives and the other Underwriters are not making a recommendation to any Selling Stockholder to participate in the offering, enter into a "lock-up" agreement, or sell any Shares at the price determined in the offering, and nothing set forth in such disclosures or documentation is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

19. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Medline Parties, the Selling Stockholders and the Underwriters, or any of them, with respect to the subject matter hereof.

20. **This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. Each Medline Party and each Selling Stockholder agrees that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement (each, a "Related Proceeding") will be tried exclusively in the U.S. District Court**

for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York (the "Specified Courts") and each Medline Party and each Selling Stockholder agrees to submit to the jurisdiction of, and to venue in, such courts. Each Non-U.S. Selling Stockholder irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any Related Proceeding brought in such a court and any claim that any such Related Proceeding brought in such a court has been brought in an inconvenient forum.

21. Each Non-U.S. Selling Stockholder hereby irrevocably appoints an agent for service of process in any Related Proceeding as set forth in Schedule II hereto and agrees that service of process in any such Related Proceeding may be made upon it at the office of such agent. Each of the Selling Stockholders waives, to the fullest extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. Each of the Selling Stockholders represents and warrants that such agent has agreed to act as the Selling Stockholders' agent for service of process, and each of the Selling Stockholders agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect.

22. Each Medline Party, each Selling Stockholder and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

23. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than United States dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Underwriters could purchase United States dollars with such other currency in The City of New York on the business day preceding that on which final judgment is given. Any Non-U.S. Selling Stockholder with respect to any sum due from it to any Underwriter or any person controlling any Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day following receipt by such Underwriter or controlling person of any sum in such other currency, and only to the extent that such Underwriter or controlling person may in accordance with normal banking procedures purchase United States dollars with such other currency. If the United States dollars so purchased are less than the sum originally due to such Underwriter or controlling person hereunder, each Non-U.S. Selling Stockholder agrees as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter or controlling person against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter or controlling person hereunder, such Underwriter or controlling person agrees to pay to the relevant Non-U.S. Selling Stockholder(s), as applicable, an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter or controlling person hereunder.

24. If any sum payable by a Non-U.S. Selling Stockholder under this Agreement is subject to tax in the hands of an Underwriter or taken into account as a receipt in computing the taxable income of that Underwriter (excluding net income taxes on underwriting commissions payable hereunder), the sum payable to the Underwriter under this Agreement shall be increased to such sum as will ensure that the Underwriter shall be left with the sum it would have had in the absence of such tax and such increase shall be the responsibility of such Non-U.S. Selling Stockholder.

25. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

26. Notwithstanding anything herein to the contrary, each Medline Party and each Selling Stockholder is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to such Medline Party and Selling Stockholder relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

27. Without limiting the applicability of Section 3 hereof or any other provision of this Agreement, with respect to any Underwriter who is affiliated with any person or entity engaged to act as an investment adviser on behalf of a Selling Stockholder and/or on behalf of a client that has a direct or indirect interest in Shares being sold by any such Selling Stockholder, the Shares being sold to such Underwriter shall not include any shares of Stock attributable to such Selling Stockholder or any such advisory client, as the case may be, unless such Selling Stockholder or such advisory client has consented thereto. Accordingly, the fees or other amounts received by such Underwriter in connection with the transactions contemplated hereby shall not include any fees or other amounts attributable to any such advisory client unless that client has consented to the Underwriter's participation in the transaction. To that end, the Shares being sold to such Underwriter shall not include any shares of Stock attributable to any such advisory client that has not provided consent, with any such Shares instead being allocated and sold to the other Underwriters.

[Signature pages follow]

Very truly yours,
Medline Inc.

By: _____
Name:
Title:

Medline Holdings, LP

By: _____
Name:
Title:

BX Mozart ML-1 Holdco L.P.

By: BX Mozart ML-1 Holdco GP L.L.C., its general partner

By: _____

Name:
Title:

BX Mozart ML-2 Holdco L.P.

By: BX Mozart ML-2 Holdco GP L.L.C., its general partner

By: _____

Name:
Title:

Mozart Aggregator UNLV Holdco L.P.

By: BCP 8 Holdings Mozart Manager L.L.C., its general partner

By: BMA VIII L.L.C., its managing member

By: _____

Name:
Title:

Mozart Aggregator II UNLV Holdco L.P.

By: Blackstone Management Associates VIII L.P., its general partner

By: BMA VIII L.L.C., its general partner

By: _____

Name:
Title:

CP Circle ML-1 Holdco, L.P.

By: CP Circle ML-1 Holdco GP, LLC, its general partner

By: _____

Name:
Title:

CP Circle UNLV Holdco, L.P.

By: TC Group VII S1, L.P., its general partner

By: TC Group VII S1, L.L.C., its general partner

By: _____

Name:
Title:

CP Circle ML-2 Holdco, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____

Name:
Title:

CP Circle ML-3 Holdco, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____

Name:
Title:

CP Circle ML-4 Holdco, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____

Name:
Title:

CP Circle ML-5 Holdco, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____

Name:
Title:

CP Circle ML-6 Holdco, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____

Name:
Title:

CP Circle ML-7 Holdco, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____

Name:
Title:

Carlyle Mozart Coinvestment UNLV Holdco, L.P.

By: TC Group VII S1, L.P., its general partner

By: TC Group VII S1, L.L.C., its general partner

By: _____

Name:
Title:

CPEP Circle Holdings, L.P.

By: CPEP GP, LLC, its general partner

By: _____

Name:
Title:

Mend Partners II, L.P.

By: Mend Partners GP, LLC, its general partner

By: Hellman & Friedman Capital Partners X, L.P., its managing member

By: Hellman & Friedman Investors X, L.P., its general partner

By: H&F Corporate Investors X, Ltd., its general partner

By: _____

Name:
Title:

Mend Investment Holdings I, L.P.

By: Mend Investment Holdings GP, LLC, its general partner

By: Hellman & Friedman Capital Partners X, L.P., its managing member

By: Hellman & Friedman Investors X, L.P., its general partner

By: H&F Corporate Investors X, Ltd., its general partner

By: _____

Name:
Title:

Hellman & Friedman Capital Partners X (Parallel), L.P.

By: Hellman & Friedman Investors X, L.P., its general partner

By: H&F Corporate Investors X, LTD., its general partner

By: _____

Name:
Title:

HFCP X (Parallel – A), L.P.

By: Hellman & Friedman Investors X, L.P., its general partner

By: H&F Corporate Investors X, LTD., its general partner

By: _____

Name:
Title:

Hux Investment Pte. Ltd.

By: _____

Name:
Title:

GIC Private Limited

By: _____

Name:
Title:

By: _____

Name:
Title:

Platinum Falcon B 2018 RSC Limited

By: _____

Name:
Title:

By: _____

Name:
Title:

Accepted as of the date hereof:

Goldman Sachs & Co. LLC

By: _____
Name:
Title:

Morgan Stanley & Co. LLC

By: _____
Name:
Title:

BofA Securities, Inc.

By: _____
Name:
Title:

J.P. Morgan Securities LLC

By: _____
Name:
Title:

On behalf of each of the Underwriters

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman Sachs & Co. LLC	[_____]	[_____]
Morgan Stanley & Co. LLC	[_____]	[_____]
BofA Securities, Inc.	[_____]	[_____]
J.P. Morgan Securities LLC	[_____]	[_____]
Blackstone Securities Partners L.P.	[_____]	[_____]
TCG Capital Markets L.L.C.	[_____]	[_____]
Total	[_____]	[_____]

SCHEDULE II

Selling Stockholder	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Purchased if Maximum Option Exercised
BX Mozart ML-1 Holdco L.P.	[_____]	[_____]
Mozart Aggregator UNLV Holdco L.P.	[_____]	[_____]
BX Mozart ML-2 Holdco L.P.	[_____]	[_____]
Mozart Aggregator II UNLV Holdco L.P.	[_____]	[_____]
CP Circle ML-1 Holdco, L.P.	[_____]	[_____]
CP Circle UNLV Holdco, L.P.	[_____]	[_____]
CP Circle ML-2 Holdco, L.P.	[_____]	[_____]
CP Circle ML-3 Holdco, L.P.	[_____]	[_____]
CP Circle ML-4 Holdco, L.P.	[_____]	[_____]
CP Circle ML-5 Holdco, L.P.	[_____]	[_____]
CP Circle ML-6 Holdco, L.P.	[_____]	[_____]
CP Circle ML-7 Holdco, L.P.	[_____]	[_____]
Carlyle Mozart Coinvestment UNLV Holdco, L.P.	[_____]	[_____]
CPEP Circle Holdings, L.P.	[_____]	[_____]
Mend Partners II, L.P.	[_____]	[_____]
Mend Investment Holdings I, L.P.	[_____]	[_____]
Hellman & Friedman Capital Partners X (Parallel), L.P.	[_____]	[_____]
HFCP X (Parallel - A), L.P.	[_____]	[_____]
Hux Investment Pte. Ltd.	[_____]	[_____]
GIC Private Limited	[_____]	[_____]
Platinum Falcon B 2018 RSC Limited	[_____]	[_____]
Total	[_____]	[_____]

Notice and Agent for Service of Process Information:

If to:

- BX Mozart ML-1 Holdco L.P.
- Mozart Aggregator UNLV Holdco L.P.
- BX Mozart ML-2 Holdco L.P.
- Mozart Aggregator II UNLV Holdco L.P.

Blackstone Inc.
345 Park Avenue
New York, NY 10154
Attention: Anushka Sunder
Tom McMackin
Email: [email addresses]

If to:

- CP Circle ML-1 Holdco, L.P.
- CP Circle UNLV Holdco, L.P.
- CP Circle ML-2 Holdco, L.P.
- CP Circle ML-3 Holdco, L.P.
- CP Circle ML-4 Holdco, L.P.
- CP Circle ML-5 Holdco, L.P.
- CP Circle ML-6 Holdco, L.P.
- CP Circle ML-7 Holdco, L.P.
- Carlyle Mozart Coinvestment UNLV Holdco, L.P.
- CPEP Circle Holdings, L.P.

The Carlyle Group Inc.
One Vanderbilt Avenue
New York, NY 10017
Attention: Karen Cao
Louise Dumican
Email: [email addresses]

If to:

- Mend Partners II, L.P.
- Mend Investment Holdings I, L.P.
- Hellman & Friedman Capital Partners X (Parallel), L.P.
- HFCP X (Parallel - A), L.P.

Hellman & Friedman
415 Mission Street, Suite 5700
San Francisco, CA 94105
Attention: Arrie Park
Email: [email address]

If to Hux Investment Pte. Ltd.:

Notice:

Hux Investment Pte. Ltd.
168 Robinson Road, #37-01 Capital Tower
Singapore 0681912
c/o GIC Special Investments Pte. Ltd.
280 Park Avenue, 9th Floor
New York, NY 10017
Attention: Alex Moskowitz
Igor Baskin
Mehul Gaur
Email: [email addresses]

with a copy (which shall not constitute actual or constructive notice) to:

Dechert LLP
Three Bryant Park
1095 Avenue of the Americas
New York, NY 10036
Attention: Mark E. Thierfelder
Gregory Schernecke
Bernardo L. Piereck
Email: [email addresses]

Agent for Service of Process:

GIC (New York) Inc.
280 Park Avenue, 9th Floor
New York, NY 10017
Attention: Head of Direct Investments – North America

If to GIC Private Limited:

Notice:

GIC Private Limited
168 Robinson Road, #37-01 Capital Tower
Singapore 0681912
Attention: Ang Shi Hui; ISPM; DMS; EQCA
Email: [email addresses]

with a copy (which shall not constitute actual or constructive notice) to:

Dechert LLP
Three Bryant Park
1095 Avenue of the Americas
New York, NY 10036
Attention: Mark E. Thierfelder
Gregory Schernecke
Bernardo L. Piereck
Email: [email addresses]

Agent for Service of Process:

GIC (New York) Inc.
280 Park Avenue, 9th Floor
New York, NY 10017
Attention: Head of Direct Investments – North America

If to Platinum Falcon B 2018 RSC Limited:

Notice:

Platinum Falcon B 2018 RSC Limited
Al Khatem Tower, 26th Floor
Abu Dhabi Global Market Square
Al Maryah Island, PO Box 25642
Abu Dhabi, United Arab Emirates
Email: [email addresses]

a copy to (which shall not constitute notice):

Cleary Gottlieb Steen & Hamilton LLP Al Sila Tower, 27th floor
Abu Dhabi Global Market Square
Al Maryah Island, PO Box 29920
Abu Dhabi, United Arab Emirates
Attention: Chris Macbeth
Mohamed Taha
Email: [email addresses]

Agent for Service of Process:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0060
Attention: Courtney Nowell
Email: [email address]

SCHEDULE III

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package:

Electronic roadshow dated November [_____], 2026

(b) Additional Documents Incorporated by Reference:

None

(c) Issuer Free Writing Prospectus included in the Pricing Disclosure Package:

None

(d) Pricing Information Provided Orally by Underwriters:

The public offering price per share for the Shares is $[_____].

The number of Firm Shares purchased by the Underwriters from the Company is [_____].

(e) Written Testing-the-Waters-Communication:

None

SCHEDULE IV

Mozart Aggregator II LP
BX Mozart ML-1 Holdco L.P.
BX Mozart ML-2 Holdco L.P.
Mozart Aggregator UNLV Holdco L.P.
Mozart Aggregator II UNLV Holdco L.P.
Carlyle Mozart Coinvestment Holdings, L.P.
Carlyle Mozart Coinvestment UNLV Holdco, L.P.
CP Circle ML-1 Holdco, L.P.
CP Circle UNLV Holdco, L.P.
CP Circle ML-2 Holdco, L.P.
CP Circle ML-3 Holdco, L.P.
CP Circle ML-4 Holdco, L.P.
CP Circle ML-5 Holdco, L.P.
CP Circle ML-6 Holdco, L.P.
CP Circle ML-7 Holdco, L.P.
CPEP Circle Holdings, L.P.
Hellman & Friedman Capital Partners X (Parallel), L.P.
HFCP X (Parallel - A), L.P.
Mend Partners II, L.P.
Mend Investment Holdings I, L.P.
Mozart HoldCo, Inc.
AJM Mozart Generations Trust
Baker Family Endowment Trust
Barnett Generations Trust
Charles N. Mills Gift Trust
Trust K under the WDA 2018 Trust Agreement
Platinum Falcon B 2018 RSC Limited
Hux Investment Pte. Ltd.
GIC Private Limited
James M. Boyle
Charles N. Mills
Joseph P. Baratta
Jacob D. Best
Todd M. Bluedorn
Richard A. Galanti
Patrick J. Healy
Andrew J. Mills
Robert R. Schmidt

Anushka M. Sunder
Thomas W. Sweet
Stephen H. Wise
Michael B. Drazin
Alex M. Liberman
Douglas P. Golwas
Christopher P. Shryock
Amanda H. Laabs
William J. Abrams
Jessi L. Corcoran

ANNEX II

Form of Lock Up Agreement

Medline Inc.

Lock-Up Agreement

[_____], 2026

Goldman Sachs & Co. LLC
Morgan Stanley & Co. LLC
BofA Securities, Inc.
J.P. Morgan Securities LLC

c/o Goldman Sachs & Co. LLC
200 West Street,
New York, New York 10282

c/o Morgan Stanley & Co. LLC
1585 Broadway,
New York, New York 10036

c/o BofA Securities, Inc.
One Bryant Park,
New York, New York 10036

c/o J.P. Morgan Securities LLC
270 Park Avenue,
New York, New York 10017

Re: Medline Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an Underwriting Agreement (the "Underwriting Agreement") on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Medline Inc., a Delaware corporation (the "Company"), Medline Holdings, LP, a Delaware limited partnership ("Medline Holdings"), and the stockholders named in Schedule II to such agreement (the "Selling Stockholders"), providing for a public offering (the "Offering") by the Selling Stockholders of the Class A common stock, par value $0.0001 per share (the "Class A Common Stock"), of the Company (the "Shares") pursuant to a Registration Statement on Form S-1 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this agreement (the "Lock-Up Agreement") and continuing to and including the date that is 75 days after the date set forth on the final prospectus used to sell the Shares (the "Lock-Up Period"), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Class A Common Stock, Class B common stock, par value $0.0001 per share (the "Class B Common Stock" and, together with the Class A Common Stock, "Common Stock"), of the Company, or any options or warrants to purchase any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company (including, without limitation, limited partnership interests in Medline Holdings (the "Units")), whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the

undersigned has beneficial ownership within the rules and regulations of the SEC (the Units, together with the Common Stock, the "Undersigned's Securities"). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Securities even if the Undersigned's Securities would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Securities or with respect to any security that includes, relates to, or derives any significant part of its value from the Undersigned's Securities.

[In addition, in the event of any release or waiver of the foregoing restrictions in respect of shares of Common Stock or Units held by an affiliate of Blackstone Inc., an affiliate of The Carlyle Group Inc., an affiliate of Hellman & Friedman LLC, Mozart Holdco, Inc. and/or its affiliates, Platinum Falcon B 2018 RSC Limited and/or its affiliates, or Hux Investment Pte. Ltd. and/or its affiliates, the Representatives agree that shares of Common Stock or Units held by the undersigned shall be immediately, fully and irrevocably released in the same manner and on the same terms from any remaining restrictions on a *pro rata* basis. The undersigned acknowledges that the Representatives are under no obligation to inquire into whether, or to ensure that, the Company notifies the undersigned of the delivery by either Goldman Sachs & Co. LLC or Morgan Stanley & Co. LLC, and one additional Representative, on behalf of the Underwriters, of any notice or waiver, which is a matter between the undersigned and the Company.]

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Securities:

(i) by will, other testamentary document or intestacy,

(ii) as a *bona fide* gift or gifts, or for bona fide estate planning purposes, including without limitation to charitable organizations or educational institutions,

(iii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust,

(iv) to any immediate family member or other dependent of the undersigned,

(v) as a distribution, transfer or disposition to limited partners, members, stockholders or other equity holders of the undersigned or its affiliates (including a fund managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company as the undersigned or who shares a common investment advisor with the undersigned),

(vi) to the undersigned's affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) or to any investment fund or other entity controlling, controlled by, managed by or under common control, or common investment management, with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership),

(vii) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (vi) above,

(viii) by operation of law, including pursuant to an order of a court (including a final domestic order, divorce settlement, divorce decree or separation agreement or other order) or regulatory agency,

(ix) to the Company from the undersigned upon death, disability or termination of employment, in each case, of the undersigned pursuant to any contractual arrangement that provides the Company with a right to purchase the Undersigned's Securities,

(x) in connection with transactions by any person other than the Company relating to Shares acquired [(a)] in open market transactions after the completion of the Offering [or (b) from the Underwriters in any underwritten registered offering of the Class A Common Stock], *provided that* in the case of this clause (x) no public reports or filings (including filings under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) reporting a reduction in beneficial ownership of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period or any extension thereof,

(xi) to the Company pursuant to the "net" or "cashless" exercise at expiration of options, warrants or other rights to purchase shares of Common Stock of the Company granted pursuant to any employee equity incentive plan of the Company outstanding at or prior to the closing of the Offering and referred to in the Registration Statement, the Pricing Disclosure Package and the Prospectus (each, an "Incentive Plan"), *provided that* any shares of Common Stock or Units received in connection therewith shall be subject to the terms of this Lock-up Agreement,

(xii) in respect of tax withholding payments (including estimated taxes) due upon the exercise at expiration of options or the vesting of any awards granted by the Company pursuant to any Incentive Plan of the Company, *provided that* any filings required to be made with the SEC or other publicity made regarding the same will indicate that such transactions relate to such tax withholding payments,

(xiii) [as any pledge, charge, hypothecation or other granting of a security interest in the Common Stock, Units or as any security convertible into Common Stock to one or more banks, financial or other lending institutions ("Lenders") as collateral or security for or in connection with any margin loan or other loans, advances or extensions of credit entered into by the undersigned or any of its direct or indirect subsidiaries and any transfers of such Common Stock, Units or such other securities to the applicable Lender(s) or other third parties upon or following foreclosure upon or enforcement of such Common Stock, Units or such securities in accordance with the terms of the documentation governing any margin loan or other loan, advance, or extension of credit (including, without limitation, pursuant to any agreement or arrangement existing as of the date hereof) and any transfers of such Common Stock, Units or such other securities among wholly owned subsidiaries of the undersigned to provide for the foregoing, *provided that* any such subsidiaries that are not a party to a Lock-Up Agreement execute and deliver to the Representatives a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, and provided further that the undersigned or the Company, as the case may be, shall provide the Representatives prior written notice informing them of any public filing, report or announcement with respect to such pledge, hypothecation or other grant of a security interest;]

(xiv) in connection with the sale of the Undersigned's Securities to be sold by the undersigned in the manner described in the final prospectus used to sell the Shares,

(xv) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the board of directors of the Company and

made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); *provided that* in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the Undersigned's Securities shall remain subject to the provisions of this Lock-Up Agreement; and/or

(xvi) with the prior written consent of either Goldman Sachs & Co. LLC or Morgan Stanley & Co. LLC, and one additional Representative, on behalf of the Underwriters; *provided that* the Company or undersigned shall also provide prior written notice to the other Representatives; *provided that*:

(1) (a) in the case of each transfer or distribution pursuant to clauses (ii) through (viii) above, each donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein (and, in the case of clause (viii), the undersigned shall use reasonable best efforts to cause the transferee to deliver to the Representatives a lock-up letter in the form of this Lock-Up Agreement); and (b) in the case of transfers pursuant to clauses (ii), (iii), (iv), (v) and (vii), any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives (x) equity interests of such transferee or (y) such transferee's interests in the transferor;

(2) in the case of each transfer or distribution pursuant to clauses (ii) through (vii), if any public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period or any extension thereof (a) the undersigned shall provide the Representatives prior written notice informing it of such report or filing and (b) such report or filing shall disclose that such donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein; and

(3) in the case of each transfer or distribution pursuant to clauses (viii) and (xii), if any public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period or any extension thereof (a) the undersigned shall provide the Representatives prior written notice informing it of such report or filing and (b) such report or filing shall disclose that such transfer or distributions was made under the circumstances described in clause (viii) or (xii), as applicable.

[Notwithstanding the foregoing, clauses (1)(a) and 2(b) above shall not apply with respect to any transfer of shares of Common Stock to charitable organization transferees or recipients (including any direct or indirect member or partner of the undersigned that receives such shares of Common Stock pursuant to a distribution in-kind to such member or partner and is subject to restrictions requiring such shares of Common Stock to be transferred only to charitable organizations pursuant to clause (ii) above) in an aggregate amount, together with any such transfers by the undersigned and the undersigned's affiliates pursuant to any substantially similar lock-up agreement with the Representatives, not to exceed 1.0% of the outstanding shares of Common Stock (treating as outstanding, shares of Class A Common Stock issuable on exchange of Units in Medline Holdings not held by the Company). For the avoidance of doubt, any transfer of shares of Common Stock to a charitable organization transferee or recipient that has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer shall not count towards the percentage in the preceding sentence.]

In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer the Undersigned's Securities to any wholly owned subsidiary of such corporation; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such shares of Common Stock or Units subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such shares of Common Stock or Units except in accordance with this Lock-Up Agreement.

The restrictions described in this Lock-Up Agreement shall not apply to the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act, *provided that* (i) no transfers occur under such plan during the Lock-Up Period and (ii) no public announcement, filing or report under the Exchange Act shall be voluntarily made by any person in connection therewith during the Lock-Up Period (other than general disclosure in Company periodic reports to the effect that Company directors and officers may enter into such trading plans from time to time) and, if any announcement, filing or report shall be legally required during the Lock-Up Period, such announcement, filing or report shall clearly indicate therein that none of the securities subject to such plan may be transferred, sold, or otherwise disposed of pursuant to such plan until after expiration of the Lock-Up Period.

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

The restrictions described in this Lock-Up Agreement shall not apply to (i) the sale of the Undersigned's Securities to the Company or any of its subsidiaries in connection with the purchase of Shares and/or Units from the undersigned by the Company or any of its subsidiaries pursuant to the Company's share and unit repurchase program as described in the Registration Statement; (ii) any sales made pursuant to a trading plan adopted pursuant to Rule 10b5-1 of the Exchange Act prior to the date of this Lock-Up Agreement, *provided* that any filing under Section 16(a) of the Exchange Act that is made in connection with any such sales during the Lock-Up Period shall state that such sales have been executed under a trading plan pursuant to Rule 10b5-1 under the Exchange Act, and shall also state the date such trading plan was adopted; (iii) any reclassification or conversion of Shares or conversion or exchange of Units for Shares; or (iv) any call options written by the undersigned, and any disposition of the Undersigned's Securities made upon exercise of call options written by the undersigned, and any pledge of such Undersigned's Securities as security thereunder and any exercises of remedies with respect to such Undersigned's Securities under such pledges, *provided that*, in the case of clause (iii) such Shares shall be subject to the provisions of this Lock-Up Agreement.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to

decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned. Any signature to this Lock-Up Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

The undersigned acknowledges and agrees that the Representatives and the other Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Offering and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other Underwriters are not making a recommendation to you to enter into this Lock-Up Agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

The undersigned understands that, if (i) the Underwriting Agreement (other than the provisions which survive termination under the terms thereof) shall terminate or be terminated prior to payment for the delivery of the Shares to be sold thereunder, (ii) the Registration Statement is withdrawn by the Company, (iii) the Company notifies the Representatives (or the Representatives notify the Company) in writing that it does not intend to proceed with the Offering, or (iv) the Underwriting Agreement is not executed by [_____], 2026, the undersigned shall be released from all obligations under this Lock-Up Agreement and this Lock-Up Agreement shall be of no further effect.

This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[*Remainder of Page Intentionally Left Blank*]

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

_____

Exact Name of Shareholder

_____

Authorized Signature

_____

Title

Exhibit 5.1

Simpson Thacher & Bartlett LLP

900 G Street, NW
Washington, D.C. 20001

TELEPHONE: +1-202-636-5500
FACSIMILE: +1-202-636-5502

November 16, 2026

Medline Inc.
3 Lakes Drive
Northfield, Illinois 60093

To the Addressee Stated Above:

We have acted as counsel to Medline Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-1 (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the sale by certain selling stockholders identified in the Registration Statement (the "Selling Stockholders") of an aggregate of 69,000,000 shares of Class A common stock, par value $0.0001 per share (the "Class A Common Stock"), including (i) 45,859,818 shares of Class A Common Stock held as of the date hereof by the Selling Stockholders (together with any additional shares of such stock that may be sold by the Selling Stockholders pursuant to Rule 462(b) (as prescribed by the Commission pursuant to the Act) in connection with the offering described in the Registration Statement, the "Shares"), and (ii) 23,140,182 shares of Class A Common Stock issuable upon exchange of common units ("Common Units") of Medline Holdings, LP, a Delaware limited partnership ("Medline Holdings") (together with any additional shares of such stock that may be issued by the Company upon exchange of Common Units and sold by the Selling Stockholders pursuant to Rule 462(b) (as prescribed by the

Commission pursuant to the Act) in connection with the offering described in the Registration Statement, the "Exchange Shares").

We have examined the Registration Statement, the Amended and Restated Certificate of Incorporation of the Company, and the Second Amended and Restated Limited Partnership Agreement of Medline Holdings, each of which has been filed with the Commission as an exhibit to the Registration Statement. In addition, we have examined, and have relied as to matters of fact upon, originals, or duplicates or certified or conformed copies, of such records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Company and have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth.

In rendering the opinions set forth below, we have assumed the genuineness of all signatures, including electronic signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that, (1) the Shares are validly issued, fully paid and nonassessable and (2) when the Exchange Shares are issued in exchange for Common Units in accordance with their terms, the Exchange Shares will be validly issued, fully paid and nonassessable.

We do not express any opinion herein concerning any law other than the Delaware General Corporation Law.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption “Legal Matters” in the prospectus included in the Registration Statement.

Very truly yours,

/s/ Simpson Thacher & Bartlett LLP

SIMPSON THACHER & BARTLETT LLP

Exhibit 10.40

SHARE AND UNIT REPURCHASE AGREEMENT

THIS SHARE AND UNIT REPURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of November [____], 2026, by and among Medline Inc., a Delaware corporation ("**Medline**"), Medline Holdings, LP, a Delaware limited partnership ("**Medline Holdings**" and, together with Medline, the "**Medline Parties,**" and each a "**Medline Party**"), and the selling stockholders (the "**Selling Stockholders**") and the selling unitholders (the "**Selling Unitholders**" and together with the Selling Stockholders, the "**Sellers,**" and each a "**Seller**") set forth on **Schedule I** hereto.

WHEREAS, the Selling Stockholders own shares (the "**Shares**") of Class A common stock, par value $0.0001 per share, of Medline (the "**Class A Common Stock**") and the Selling Unitholders own shares of Class B common stock, par value $0.0001 per share, of Medline (the "**Class B Common Stock**") and limited partnership interests in Medline Holdings that constitute Common Units under the Holdings LPA (as defined below) (the "**Units**" and, together with the Shares, the "**Equity Interests**");

WHEREAS, Medline, Medline Holdings and the Sellers propose to enter into a transaction (the "**Repurchase Transaction**") whereby (i) the Selling Stockholders shall sell to Medline and Medline shall purchase from the Selling Stockholders a number of whole Shares (the Shares to be sold to Medline, the "**Repurchase Class A Shares**") and (ii) the Selling Unitholders shall sell to Medline Holdings and Medline Holdings shall purchase from the Selling Unitholders a number of whole Units such that the aggregate number of Equity Interests (collectively, the "**Repurchase Equity Interests**") purchased by Medline and Medline Holdings is equal to the quotient of (x) $200,000,000 divided by (y) the per share price at which the Secondary Shares (as defined below) are sold to the underwriter(s) in the Secondary Offering (as defined below) (the "**Per Equity Interest Price**"), and rounded down to avoid fractional shares/units and subject to reduction under **Schedule I**, **Section 1.7** or **Section 5.1**;

WHEREAS, the Repurchase Equity Interests shall be sold by the Sellers and purchased by the Medline Parties at a price per Repurchase Equity Interest equal to the Per Equity Interest Price;

WHEREAS, the Sellers propose to sell through an underwritten public offering registered with the Securities and Exchange Commission (the "**SEC**") certain other Shares (the "**Secondary Shares**") owned by the Sellers (the "**Secondary Offering**");

WHEREAS, pursuant to Section 2.04 of the amended and restated organization agreement (the "**Organization Agreement**"), dated as of December 16, 2025, by and between Medline and Medline Holdings, effective simultaneously with the settlement of a repurchase of a share of Class A Common Stock by Medline for cash, Medline Holdings shall repurchase one Unit held by Medline (or, if designated by Medline, any of Medline's subsidiaries holding Units) in exchange for an amount of cash equal to the applicable Gross Cash Amount (as defined in the Organization Agreement);

WHEREAS, Medline is the general partner of Medline Holdings; and

WHEREAS, after due consideration, the audit committee of the board of directors of Medline has approved the Repurchase Transaction.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I

REPURCHASE

Section 1.1 Repurchase of Equity Interests. Each Seller shall, severally and not jointly, to the extent it agrees to sell any Shares in the Secondary Offering, sell to the applicable Medline Party (Medline, in the case of Repurchase Class A Shares, and Medline Holdings, in the case of Units, unless Medline designates otherwise under **Section 5.6(a)**), and the applicable Medline Party shall purchase from such Seller that number of Repurchase Equity Interests set forth for such Seller in the Closing Calculation Schedule (as defined below), under the terms and subject to the conditions hereof and in reliance upon the representations, warranties and agreements contained herein, at the Closing (as defined below), at a price per Repurchase Equity Interest equal to the Per Equity Interest Price. For the avoidance of doubt, the Per Equity Interest Price shall equal the per share proceeds, before expenses, to the Sellers listed on the cover of the final prospectus supplement in the Secondary Offering.

Section 1.2 Closing.

(a) The closing (the "**Closing**") of the Repurchase Transaction shall be immediately subsequent to the satisfaction or waiver of the conditions set forth in **Article IV** herein (with the date upon which such satisfaction or waiver occurs being referred to here as the "**Closing Date**") or at such other time, date or place as the Sellers and the Medline Parties may agree in writing.

(b) At the Closing, each Seller shall deliver or cause to be delivered the number of Repurchase Equity Interests sold by such Seller to the applicable Medline Party by an appropriate method reasonably agreed to by the Medline Parties and the Sellers, together with all customary documentation reasonably necessary to transfer to the applicable Medline Party the right, title and interest in and to such Repurchase Equity Interests and requested from the Seller at least two (2) days prior to the Closing, and the applicable Medline Party agrees to deliver to such Seller an amount in cash equal to the product of (x) the Per Equity Interest Price multiplied by (y) the number of Repurchase Equity Interests sold by such Seller under this Agreement by wire transfer of immediately available funds.

(c) Effective simultaneously with the Closing, as contemplated by Section 2.04 of the Organization Agreement, to the extent applicable, for each Repurchase Class A Share purchased by Medline from the Selling Stockholders, Medline Holdings shall repurchase one Unit held by Medline (or, if designated by Medline, any of Medline's subsidiaries holding Units) in exchange for an amount of cash equal to the applicable Gross Cash Amount.

Section 1.3 Transfer of Class B Shares; Cancellation. Upon the Closing, as permitted by Section 4.3(D)(2) of the Amended and Restated Certificate of Incorporation of Medline, a number of shares of Class B Common Stock held by each Selling Unitholder equal to the number of Units sold by such Selling Unitholder (the "**Class B Shares**") shall be automatically transferred to Medline for no consideration. Each Selling Unitholder shall deliver to Medline at the Closing any customary instrument that Medline or its transfer agent reasonably requests at least two (2) days prior to the Closing to record the transfer of its Class B Shares. Upon the Closing, (a) Medline shall cancel and retire the Class B Shares and (b) Medline Holdings shall cancel and retire any Units it purchases under this Agreement.

Section 1.4 Closing Calculation Schedule. Promptly following the pricing of the Secondary Offering, and in any event not later than two (2) Business Days prior to the Closing Date, Medline shall deliver to each Seller a schedule (the "**Closing Calculation Schedule**") setting forth (a) the Per Equity Interest Price, (b) the aggregate number of Repurchase Equity Interests, (c) the number of Repurchase Equity Interests to be sold by each Seller, determined in accordance with Schedule I, (d) the number of Class B Shares, if applicable, to be transferred by each Seller, determined in accordance with **Section 1.3**, and (e) the amount payable to each Seller at the Closing. Medline will consider in good faith any reasonable changes to the Closing Calculation Schedule as may be requested by any Seller at least one (1) Business Day prior to the Closing. The Closing Calculation Schedule shall be final and binding on the parties absent gross negligence or manifest error.

Section 1.5 Consent; Waivers. Medline, in its capacity as the general partner of Medline Holdings, hereby consents to the sale, transfer, cancellation and retirement of the Units and the Class B Shares as contemplated by this Agreement. Effective as of the Closing, each Medline Party and each Seller hereby waives, on behalf of itself and, to the extent it has the right to do so, its affiliates, solely with respect to the transactions contemplated by this Agreement, any restriction on transfer, notice requirement, right of first refusal or first offer, tag-along or similar right, and any exchange, redemption or other procedural requirement or condition, that would otherwise apply to such transactions under (a) the Second Amended and Restated Limited Partnership Agreement of Medline Holdings, LP, dated December 16, 2025 (as amended, the "**Holdings LPA**") and (b) the Exchange Agreement, dated December 16, 2025, by and among Medline, Medline Holdings and the holders of Units party thereto (as amended, the "**Exchange Agreement**"). Medline, in its capacity as the general partner of Medline Holdings, also waives, under Section 8.5 of the Holdings LPA, the requirement of Section 5.4(f) of the Holdings LPA that a holder transferring Common Units (as defined in the Holdings LPA) transfer an equal number of shares of Class B Common Stock to the same transferee, solely with respect to the sale of the Units to Medline Holdings and the transfer of the Class B Shares to Medline under this Agreement. The foregoing consent and waivers are limited to the transactions contemplated by this Agreement and shall not otherwise amend or waive any provision of such agreements.

Section 1.6 Withholding; Tax Forms. Before the Closing, each Selling Stockholder shall deliver to Medline a properly completed and duly executed Internal Revenue Service Form W-9 or applicable Internal Revenue Service Form W-8 (together with any required attachments), and each Selling Unitholder shall deliver to Medline a properly completed and duly executed Internal Revenue Service Form W-9. Each Medline Party and any other applicable withholding agent shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld under the Internal Revenue Code of 1986, as amended, or any other applicable Law. Any amounts so deducted and withheld shall be treated for all purposes of this Agreement as having been paid to the Seller in respect of which such deduction and withholding was made. The Medline Parties will cooperate with the Sellers to mitigate, reduce or eliminate any such deduction or withholding to the extent permitted under applicable Law, including by providing the Sellers with a reasonable opportunity to provide forms or other evidence that would reduce or eliminate such deduction or withholding before remitting any such withheld amounts to the applicable taxing authority.

Section 1.7 Seller Default. If any Seller fails to deliver, or cause to be delivered, at or before the Closing any instrument, tax form or other document required to be delivered by it under Section 1.2(b), Section 1.3 or Section 1.6 (any such Seller, a "**Defaulting Seller**"), Medline may, in its sole discretion, elect to proceed with the Closing with all Sellers or solely with respect to the Sellers that are not Defaulting Sellers, in which latter case the Defaulting Seller's Repurchase Equity Interests shall be reallocated among the other Sellers on a pro rata basis in proportion to the number of Repurchase Equity Interests to be sold by each Seller as set forth in the Closing Calculation Schedule, provided, that the other Sellers and the Medline Parties consent to any such reallocation. The rights and obligations of the Sellers hereunder are several and not joint, and no Seller shall be liable for any default by any other Seller. Nothing in this **Section 1.7** shall relieve any Defaulting Seller of liability for its failure to perform its obligations hereunder.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each of the Sellers severally and not jointly represents and warrants to the Medline Parties as follows:

Section 2.1 Title to Repurchase Equity Interests and Class B Shares. Such Seller will have, immediately prior to the Closing, good and valid title to the Repurchase Equity Interests, including the Class B Shares where applicable, to be sold or transferred at the Closing Date by such Seller, free and clear of all liens, encumbrances, equities or adverse claims (other than pursuant to securities laws or agreements with the Medline Parties); and, upon delivery of such Repurchase Equity Interests, including the Class B Shares where applicable, and payment therefor pursuant hereto, good and valid title to such Repurchase Equity Interests,

including the Class B Shares where applicable, free and clear of all liens, encumbrances, equities or adverse claims (other than pursuant to securities laws or agreements with the Medline Parties), will pass to the applicable Medline Party or, in the case of the Class B Shares, to Medline.

Section 2.2 Required Consents; Authority. Except as would not impair in any material respect the ability of such Seller to consummate its obligations hereunder, all consents, approvals, authorizations and orders necessary for the execution and delivery by such Seller of this Agreement, and for the sale and delivery of the Repurchase Equity Interests, including the Class B Shares where applicable, to be sold or transferred by such Seller hereunder, have been obtained; and such Seller has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Repurchase Equity Interests, including the Class B Shares where applicable, to be sold or transferred by such Seller hereunder; this Agreement has been duly authorized, executed and delivered by or on behalf of such Seller.

Section 2.3 Receipt of Information. Such Seller has received all the information it considers necessary or appropriate for deciding whether to consummate the Repurchase Transaction. Such Seller has had an opportunity to ask questions and receive answers from the Medline Parties. Such Seller has had the opportunity to discuss with its tax advisors the consequences of the Repurchase Transaction. Such Seller has not received, nor is it relying on, any representations or warranties from the Medline Parties other than as provided herein, and the Medline Parties hereby disclaim any other express or implied representations or warranties with respect to itself.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE MEDLINE PARTIES

Each Medline Party severally and not jointly represents and warrants to the Sellers as follows:

Section 3.1 Authority Relative to this Agreement. Except as would not impair in any material respect the ability of any Medline Party to consummate its obligations hereunder, each Medline Party has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby has been duly and validly taken.

Section 3.2 Approvals. Except as would not impair in any material respect the ability of any Medline Party to consummate its obligations hereunder, no consent, approval, authorization, order, license, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by each Medline Party of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 3.3 Delivery of Information. The Medline Parties have provided all the information they consider necessary or appropriate to the Sellers for deciding whether to consummate the Repurchase Transaction. The Medline Parties have not received, nor are they relying on, any representations or warranties from the Sellers other than as provided herein, and each Seller hereby disclaims any other express or implied representations or warranties with respect to itself.

ARTICLE IV

CONDITIONS TO CLOSING

Section 4.1 Conditions to Obligations of the Medline Parties. The obligations of the Medline Parties to purchase the Repurchase Equity Interests from any applicable Seller and accept any applicable Class B Shares at the Closing are subject to the fulfillment on or prior to the Closing of each of the following conditions: (a) the Secondary Offering shall have been consummated in accordance with the terms and conditions of any underwriting agreement entered into in connection therewith; (b) the representations and warranties of such Seller set forth in **Article II** shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date; (c) such Seller shall have performed in all material respects all covenants and agreements required to be performed by it hereunder at or prior to the Closing; and (d) no Law or order of any court or other governmental authority of competent jurisdiction shall be in effect that restrains, enjoins, prohibits or makes illegal the consummation of the Repurchase Transaction with respect to such Seller or, if applicable, the transfer of any Class B Shares by such Seller. Notwithstanding the foregoing, each party shall use its reasonable best efforts to promptly consummate the Repurchase Transaction.

ARTICLE V

MISCELLANEOUS

Section 5.1 Termination. This Agreement may be terminated at any time by the mutual written consent of each of the parties hereto. This Agreement may also be terminated solely as to any Seller by the mutual written consent of the Medline Parties and such Seller, in which case (i) this Agreement shall remain in full force and effect as to each other Seller, (ii) the Repurchase Equity Interests shall be reallocated to the other Sellers in accordance with Section 1.7, (iii) no such termination shall relieve such Seller of liability for any breach of this Agreement occurring prior to such termination and (iv) the provisions of this **Article V** shall survive such termination as to such Seller. Furthermore, unless such date is extended by the mutual written consent of each of the parties hereto, this Agreement shall automatically terminate and be of no further force and effect in the event that (a) the commencement of the Secondary Offering has not been publicly announced within eight (8) Business Days after the date hereof or (b) the conditions in **Section 4.1** of this Agreement have not been satisfied within fifteen (15) Business Days after the date hereof. In the event of any termination of this

Agreement in its entirety, this Agreement shall forthwith become void and of no further force or effect, and there shall be no liability on the part of any party hereto, except that (a) the provisions of this **Article V** shall survive any such termination and (b) no such termination shall relieve any party of liability for any breach of this Agreement occurring prior to such termination.

Section 5.2 Savings Clause. No provision of this Agreement shall be construed to require any party or its affiliates to take any action that would violate any applicable law (whether statutory or common), rule or regulation.

Section 5.3 Amendment and Waiver. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto; provided, that any amendment that (x) solely affects only one Seller (and does not adversely affect the rights or obligations of any other Seller and is not inconsistent with the terms of this Agreement), and (y) does not increase the number of Equity Interests to be repurchased from, or the price to be paid to, such amending Seller, may be effected by an instrument in writing signed by the Medline Parties and such Seller, provided, further, that any such amendment shall be disclosed to each other Seller. Any party may waive in whole or in part any benefit or right provided to it under this Agreement, such waiver being effective only if contained in a writing executed by such party (and by the Medline Parties, in the case of any waiver by any Seller). The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

Section 5.4 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

Section 5.5 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement, together with the several agreements and other documents and instruments referred to herein or therein or annexed hereto and executed contemporaneously herewith, embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way. Nothing in this Agreement shall amend, modify or supersede any provision of the Exchange Agreement, the Registration Rights Agreement (as defined in **Section 5.13**), the Amended and Restated Certificate of Incorporation of Medline, the Holdings LPA or the Tax Receivable Agreement dated December 16, 2025, by and among Medline and the other parties thereto, except for the consent and waivers expressly set forth in **Section 1.5**, and each such agreement shall otherwise remain in full force and effect in accordance with its terms.

Section 5.6 Successors and Assigns. Neither this Agreement nor any of the rights or obligations of any party under this Agreement shall be assigned, in

whole or in part by any party without the prior written consent of the other parties. Notwithstanding the foregoing, (a) Medline may, by written notice to the Sellers delivered on or prior to the Closing Date, designate which Medline Party shall purchase any Repurchase Equity Interests hereunder, provided that such designation does not adversely affect any Seller, and (b) each Medline Party may, without the consent of any Seller, assign any or all of its rights or obligations hereunder to one or more of its affiliates, provided that no such assignment shall relieve the assigning party of its obligations hereunder, except to the extent actually performed by such applicable assignee or adversely affect any Seller.

Section 5.7 No Third Party Beneficiaries. No Person other than the parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to, or will, confer on any Person other than the parties hereto any rights, benefits or remedies.

Section 5.8 No Broker. Except as previously disclosed to each other party in writing, no party has engaged any third party as broker or finder or incurred or become obligated to pay any broker's commission or finder's fee in connection with the transactions contemplated by this Agreement.

Section 5.9 Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts (including counterparts transmitted electronically in portable document format (pdf), or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) with the same effect as if the signatures to each counterpart were upon a single instrument, all of which will be an original and together shall constitute a single instrument. The parties hereto irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

Section 5.10 Notices. Any notice provided for in this Agreement shall be in writing and shall be either delivered electronically, personally delivered or sent by reputable overnight courier service (charges prepaid) to the address and to the attention of the person set forth in **Schedule II** hereto. Notices will be deemed to have been given hereunder when delivered personally or by e-mail (if no "bounceback" or similar error message is received), and two business days after deposit postage prepaid with a reputable overnight courier service for delivery on the next business day.

Section 5.11 Governing Law; Waiver of Jury Trial. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such state. Notwithstanding the foregoing, (a) the transfer, cancellation and retirement of the Class B Shares and any other matter governed by the Delaware General Corporation Law or otherwise relating to the internal affairs of Medline, and (b) the transfer, cancellation and retirement of the Units and any other matter

governed by the Holdings LPA or the Delaware Revised Uniform Limited Partnership Act, shall in each case be governed by the laws of the State of Delaware. Each party waives jury trial.

Section 5.12 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article and Section references are to this Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." "**Business Day**" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of New York, the State of Illinois or the State of California are authorized by Law to close. "**Law**" means any statute, law, ordinance, rule or regulation of any governmental authority. "**Person**" means any individual, corporation, partnership, limited liability company, trust, association, governmental authority or other entity.

Section 5.13 Expenses. Except to the extent provided in the Registration Rights Agreement dated as of December 16, 2025, by and among Medline, and the other parties thereto (the "**Registration Rights Agreement**"), each party shall bear its own costs and expenses (including legal, accounting and advisory fees) incurred in connection with this Agreement and the Repurchase Transaction. Without limiting the foregoing, no underwriting discount, commission, fee or expense reimbursement shall be payable by Medline or Medline Holdings in respect of the Repurchase Equity Interests or the Class B Shares, whether to the underwriters of the Secondary Offering or otherwise.

Section 5.14 Confidentiality; Cooperation. Each Seller shall, and shall cause its affiliates and representatives to, keep the existence and terms of this Agreement and the Repurchase Transaction confidential until the commencement of the Secondary Offering has been publicly announced, except as may be required by applicable Law or the rules of any securities exchange. Each Seller hereby consents to (a) the disclosure of this Agreement and the Repurchase Transaction (including the identity of the Sellers and the terms hereof) in the registration statement, prospectus supplement and other offering materials for the Secondary Offering and in any report, schedule or other filing made by or on behalf of either Medline Party with the SEC or any securities exchange, including the filing of this Agreement as an exhibit thereto, and (b) the delivery of a copy of this Agreement to the underwriters of the Secondary Offering and their counsel.

Section 5.15 Survival. The representations and warranties of the Parties hereunder shall not survive the Closing and shall terminate and expire at the Closing.

Section 5.16 Information Protections. Section 4.16 of the Registration Rights Agreement and Annex A attached thereto, are incorporated herein *mutatis mutandis*, except that nothing incorporated by this **Section 5.16** shall limit any Seller's obligations under **Section 1.6** or the deduction and withholding rights of the Medline Parties and other withholding agents under **Section 1.6**.

[*Signature Pages Follow*]

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

MEDLINE PARTIES

MEDLINE INC.

By: _____
Name:
Title:

MEDLINE HOLDINGS, LP

By: _____
Name:
Title:

SELLERS

BX MOZART ML-1 HOLDCO L.P.

By: BX Mozart ML-1 Holdco GP L.L.C., its general partner

By: _____
Name:
Title:

MOZART AGGREGATOR UNLV HOLDCO L.P.

By: BCP 8 Holdings Mozart Manager L.L.C., its general partner

By: BMA VIII L.L.C., its managing member

By: _____
Name:
Title:

BX MOZART ML-2 HOLDCO L.P.

By: BX Mozart ML-2 Holdco GP L.L.C., its general partner

By: _____
Name:
Title:

MOZART AGGREGATOR II UNLV HOLDCO L.P.

By: Blackstone Management Associates VIII L.P., its general partner

By: BMA VIII L.L.C., its general partner

By: _____
Name:
Title:

CP CIRCLE ML-1 HOLDCO, L.P.

By: CP Circle ML-1 Holdco GP, LLC, its general partner

By: _____
Name:
Title:

CP CIRCLE UNLV HOLDCO, L.P.

By: TC Group VII S1, L.P., its general partner

By: TC Group VII S1, L.L.C., its general partner

By: _____
Name:
Title:

CARLYLE MOZART COINVESTMENT UNLV HOLDCO, L.P.

By: TC Group VII S1, L.P., its general partner

By: TC Group VII S1, L.L.C., its general partner

By: _____
Name:
Title:

CP CIRCLE ML-2 HOLDCO, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____
Name:
Title:

CP CIRCLE ML-3 HOLDCO, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____
Name:
Title:

CP CIRCLE ML-4 HOLDCO, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____
Name:
Title:

CP CIRCLE ML-5 HOLDCO, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____
Name:
Title:

CP CIRCLE ML-6 HOLDCO, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____
Name:
Title:

CP CIRCLE ML-7 HOLDCO, L.P.

By: CP Circle ML Holdco GP, LLC, its general partner

By: _____
Name:
Title:

CPEP CIRCLE HOLDINGS, L.P.

By: CPEP GP, LLC, its general partner

By: _____
Name:
Title:

MEND PARTNERS II, L.P.

By: Mend Partners GP, LLC, its general partner

By: Hellman & Friedman Capital Partners X, L.P., its managing member

By: Hellman & Friedman Investors X, L.P., its general partner

By: H&F Corporate Investors X, Ltd., its general partner

By: _____
Name:
Title:

MEND INVESTMENT HOLDINGS I, L.P.

By: Mend Investment Holdings GP, LLC, its general partner

By: Hellman & Friedman Capital Partners X, L.P., its managing member

By: Hellman & Friedman Investors X, L.P., its general partner

By: H&F Corporate Investors X, Ltd., its general partner

By: _____
Name:
Title:

HELLMAN & FRIEDMAN CAPITAL PARTNERS X (PARALLEL), L.P.

By: Hellman & Friedman Investors X, L.P., its general partner

By: H&F Corporate Investors X, Ltd., its general partner

By: _____
Name:
Title:

HFCP X (PARALLEL - A), L.P.

By: Hellman & Friedman Investors X, L.P., its general partner

By: H&F Corporate Investors X, Ltd., its general partner

By: _____
Name:
Title:

HUX INVESTMENT PTE. LTD.

By: _____
Name:
Title:

GIC PRIVATE LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

PLATINUM FALCON B 2018 RSC LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule I

Selling Stockholders

BX Mozart ML-2 Holdco L.P.
Mozart Aggregator II UNLV Holdco L.P.
CP Circle ML-2 Holdco, L.P.
CP Circle ML-3 Holdco, L.P.
CP Circle ML-4 Holdco, L.P.
CP Circle ML-5 Holdco, L.P.
CP Circle ML-6 Holdco, L.P.
CP Circle ML-7 Holdco, L.P.
Carlyle Mozart Coinvestment UNLV Holdco, L.P.
CPEP Circle Holdings, L.P.
Mend Partners II, L.P.
Hellman & Friedman Capital Partners X (Parallel), L.P.
HFCP X (Parallel - A), L.P.
Hux Investment Pte. Ltd.
GIC Private Limited
Platinum Falcon B 2018 RSC Limited

Selling Unitholders

BX Mozart ML-1 Holdco L.P.
Mozart Aggregator UNLV Holdco L.P.
CP Circle ML-1 Holdco, L.P.
CP Circle UNLV Holdco, L.P..
Mend Investment Holdings I, L.P.

Allocation of Repurchase Equity Interests

The number of Repurchase Equity Interests (and, in the case of each Selling Unitholder, the corresponding Class B Shares) to be sold or transferred by each Seller at the Closing shall equal (x) the aggregate number of Repurchase Equity Interests determined pursuant to this Agreement (before any reduction under this **Schedule I**, **Section 1.7** or **Section 5.1**) multiplied by (y) a fraction, the numerator of which is the number of Shares being sold by such Seller in the Secondary Offering and the denominator of which is the total number of Shares being sold by all Sellers in the Secondary Offering, rounded down to avoid fractional shares/units. If the sum of the numbers so determined for all Sellers is less than the aggregate number of Repurchase Equity Interests, the aggregate number of Repurchase Equity Interests shall be reduced to that sum, without recalculating the number for any Seller.

Schedule II

Notice Information:

If to the Medline Parties:

Medline Inc.
3 Lakes Drive
Northfield, Illinois 60093
Attention: Chief Legal Officer
Email: [email address]

If to:

- BX Mozart ML-1 Holdco L.P.
- Mozart Aggregator UNLV Holdco L.P.
- BX Mozart ML-2 Holdco L.P.
- Mozart Aggregator II UNLV Holdco L.P.

Blackstone Inc.
345 Park Avenue
New York, NY 10154
Attention: Anushka Sunder
Tom McMackin
Email: [email addresses]

If to:

- CP Circle ML-1 Holdco, L.P.
- CP Circle UNLV Holdco, L.P.
- CP Circle ML-2 Holdco, L.P.
- CP Circle ML-3 Holdco, L.P.
- CP Circle ML-4 Holdco, L.P.
- CP Circle ML-5 Holdco, L.P.
- CP Circle ML-6 Holdco, L.P.
- CP Circle ML-7 Holdco, L.P.
- Carlyle Mozart Coinvestment UNLV Holdco, L.P.
- CPEP Circle Holdings, L.P.

The Carlyle Group Inc.
One Vanderbilt Avenue
New York, NY 10017
Attention: Karen Cao
Louise Dumican
Email: [email addresses]

If to:

- Mend Partners II, L.P.
- Mend Investment Holdings I, L.P.
- Hellman & Friedman Capital Partners X (Parallel), L.P.
- HFCP X (Parallel - A), L.P.

Hellman & Friedman
415 Mission Street, Suite 5700
San Francisco, CA 94105
Attention: Arrie Park
Email: [email address]

If to Hux Investment Pte. Ltd.:

Hux Investment Pte. Ltd.
168 Robinson Road, #37-01 Capital Tower
Singapore 0681912
c/o GIC Special Investments Pte. Ltd.
280 Park Avenue, 9th Floor
New York, NY 10017
Attention: Alex Moskowitz
Igor Baskin
Mehul Gaur
Email: [email addresses]

with a copy (which shall not constitute actual or constructive notice) to:

Dechert LLP
Three Bryant Park
1095 Avenue of the Americas
New York, NY 10036
Attention: Mark E. Thierfelder
Gregory Schernecke
Bernardo L. Piereck
Email: [email addresses]

If to GIC Private Limited:

GIC Private Limited
168 Robinson Road, #37-01 Capital Tower
Singapore 0681912
Attention: Ang Shi Hui; ISPM; DMS; EQCA
Email: [email addresses]

with a copy (which shall not constitute actual or constructive notice) to:

Dechert LLP
Three Bryant Park
1095 Avenue of the Americas
New York, NY 10036
Attention: Mark E. Thierfelder
Gregory Schernecke
Bernardo L. Piereck
Email: [email addresses]

If to Platinum Falcon B 2018 RSC Limited:

Al Khatem Tower, 26th Floor
Abu Dhabi Global Market Square
Al Maryah Island, PO Box 25642
Abu Dhabi, United Arab Emirates
Email: [email addresses]

a copy to (which shall not constitute notice):

Cleary Gottlieb Steen & Hamilton LLP Al Sila Tower, 27th floor
Abu Dhabi Global Market Square
Al Maryah Island, PO Box 29920
Abu Dhabi, United Arab Emirates
Attention: Chris Macbeth
Mohamed Taha
Email: [email addresses]

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-1) and related Prospectus of Medline Inc. for the registration of shares of its Class A common stock and to the incorporation by reference therein of our report dated February 25, 2026, with respect to the consolidated financial statements of Medline Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2025, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Chicago, Illinois
November 16, 2026

Calculation of Filing Fee Tables

S-1

Medline Inc.

Table 1: Newly Registered and Carry Forward Securities ☐Not Applicable

		Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities													
Fees to be Paid	1	Equity	Class A common stock, $0.0001 par value per share	457(a)	69,000,000	$ 39.73	$ 2,741,370,000.00	0.000087	$ 238,499.19				
Fees Previously Paid													
Carry Forward Securities													
Carry Forward Securities													
					Total Offering Amounts:		$ 2,741,370,000.00		$ 238,499.19				
					Total Fees Previously Paid:				$ 0.00				
					Total Fee Offsets:				$ 0.00				
					Net Fee Due:				$ 238,499.19				

Offering Note

1

(a) Includes 9,000,000 shares of our Class A common stock subject to the underwriters' option to purchase additional shares.

(b) Estimated solely for the purpose of determining the amount of the registration fee in accordance with Rule 457(c) under the Securities Act of 1933, as amended. The price per share and aggregate offering price are based on the average of the high and low price of the Registrant's shares of Class A common stock on November 13, 2026, as reported on the Nasdaq Global Select Market.

Table 2: Fee Offset Claims and Sources ☑Not Applicable

		Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rules 457(b) and 0-11(a)(2)												
Fee Offset Claims												
Fee Offset Sources												
Rule 457(p)												
Fee Offset Claims												
Fee Offset Sources												

Table 3: Combined Prospectuses ☑Not Applicable

	Security Type	Security Class Title	Amount of Securities Previously Registered	Maximum Aggregate Offering Price of Securities Previously Registered	Form Type	File Number	Initial Effective Date