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

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934
(Amendment No. 1)

SHARPS COMPLIANCE CORP.
(Name of Subject Company — Issuer)

RAVEN HOUSTON MERGER SUB, INC.
(Name of Filing Persons — Offeror)

RAVEN BUYER, INC.
(Name of Filing Persons — Parent of Offeror)

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

820017101
(CUSIP Number of Class of Securities)

Raven Houston Merger Sub, Inc.
c/o Raven Buyer, Inc.
11611 San Vicente Blvd Suite 800
Los Angeles, CA 90049
Attention: Angela Klappa, Chief Executive Officer and President
(310) 551-0101

Copies to:
Ari B. Lanin
Daniela Stolman
Gibson, Dunn & Crutcher LLP
2029 Century Park East, Suite 4000
Los Angeles, CA 90067
(310) 552-8500
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.

☐ issuer tender offer subject to Rule 13e-4.

☐ going-private transaction subject to Rule 13e-3.

☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Amendment No. 1 (this "**Amendment**") amends and supplements the Tender Offer Statement on Schedule TO filed with the Securities and Exchange Commission (the "**SEC**") on July 25, 2022 (as amended and supplemented, the "**Schedule TO**"), and relates to the offer by Raven Houston Merger Sub, Inc. ("**Purchaser**"), a Delaware corporation and a wholly owned subsidiary of Raven Buyer, Inc. ("**Parent**"), a Delaware corporation, to purchase all outstanding shares of common stock, par value $0.01 per share (individually, a "**Share**" and, collectively, the "**Shares**"), of Sharps Compliance Corp. ("**Sharps**"), a Delaware corporation, for $8.75 per Share, net to the seller in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated July 25, 2022 (together with any amendments and supplements thereto, the "**Offer to Purchase**"), and the related Letter of Transmittal (together with any amendments and supplements thereto, the "**Letter of Transmittal**" and, together with the Offer to Purchase, the "**Offer**"), copies of which are attached as Exhibits (a)(1)(A) and (a)(1)(B), respectively, to the Schedule TO.

Except as otherwise set forth in this Amendment, all terms of the Offer and all other disclosures set forth in the Schedule TO and the Exhibits thereto remain unchanged and are hereby expressly incorporated into this Amendment by reference. This Amendment should be read together with the Schedule TO. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Schedule TO and the Offer to Purchase.

Item 12. ***Exhibits.***

Item 12 of the Schedule TO is hereby amended and supplemented to file herewith copies of exhibits that were indicated in the Schedule TO as to be filed by amendment.

Exhibit Number	Description
(a)(1)(A)*	Offer to Purchase, dated July 25, 2022.
(a)(1)(B)*	Letter of Transmittal.
(a)(1)(C)*	Notice of Guaranteed Delivery.
(a)(1)(D)*	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(E)*	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(F)*	Summary Advertisement as published in the Wall Street Journal, dated July 25, 2022.
(a)(2)	Not applicable.
(a)(3)	Not applicable.
(a)(4)	Not applicable.
(a)(5)(A)*	Joint Press Release issued by Sharps Compliance Corp. and Aurora Capital Partners, dated July 12, 2022 (incorporated by reference from Exhibit 99.1 to the Schedule TO-C filed by Purchaser and Parent dated July 12, 2022).
(a)(5)(B)*	Press Release issued by Aurora Capital Partners, dated July 25, 2022.
(b)	Not applicable.
(d)(1)*	Agreement and Plan of Merger, dated as of July 12, 2022 by and among Raven Houston Merger Sub, Inc., Raven Buyer, Inc. and Sharps Compliance Corp. (incorporated by reference to Exhibit 2.1 to the Form 8-K filed by Sharps with the SEC on July 13, 2022).
(d)(2)*	Amendment No. 1 to the Agreement and Plan of Merger, dated as of July 22, 2022 by and among Raven Houston Merger Sub, Inc., Raven Buyer, Inc. and Sharps Compliance Corp.
(d)(3)*	Confidentiality Agreement, dated as of May 9, 2022, 2022 by and between Revan Parent, Inc. and Sharps Compliance Corp.
(d)(4)**	Exclusivity Agreement, dated as of June 18, 2022, by and between Aurora Capital Partners Management VI L.P. and Sharps Compliance Corp, as amended by the Amendment to the Original Exclusivity Agreement, dated July 3, 2022.
(d)(5)*	Tender and Support Agreement, dated as of July 12, 2022, by and among Raven Buyer, Inc., Raven Houston Merger Sub, Inc., and certain directors and executive officers of Sharps Compliance Corp. (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Sharps with the SEC on July 13, 2022).

Exhibit Number	Description
(d)(6)**	Equity Commitment Letter, dated as of July 12, 2022, by and between Aurora Equity Partners VI L.P., Aurora Equity Partners VI-A L.P., Aurora Associates VI L.P., and Raven Buyer, Inc.
(d)(7)**	Limited Guaranty, dated as of July 12, 2022, by and among Aurora Equity Partners VI L.P., Aurora Equity Partners VI-A L.P., and Aurora Associates VI L.P., in favor of Sharps Compliance Corp.
(d)(8)*	Clean Team Agreement, dated May 9, 2022, between Raven Parent, Inc. and Sharps Compliance Corp.
(d)(9)**	Amendment dated as of July 3, 2022, to Exclusivity Agreement, dated as of June 18, 2022, by and between Aurora Capital Partners Management VI L.P. and Sharps Compliance Corp.
(g)	Not applicable.
(h)	Not applicable.
107**	Filing Fee Table.

* Previously filed.
** Filed herewith.

SIGNATURES

After due inquiry and to the best knowledge and belief of the undersigned, each of the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: July 27, 2022

Raven Houston Merger Sub, Inc.

By: /s/ Angela Klappa
Name: Angela Klappa
Title: Chief Executive Officer and President

Raven Buyer, Inc.

By: /s/ Angela Klappa
Name: Angela Klappa
Title: Chief Executive Officer and President

Exhibit (d)(4)

Aurora Capital Partners Management VI L.P.
11611 San Vicente Blvd, Suite 800
Los Angeles, California 90049

June 18, 2022

Sharps Compliance Corp.
9220 Kirby Dr., Suite 500
Houston, TX 77054

Ladies and Gentlemen:

Aurora Capital Partners Management VI L.P. ("**Aurora**") has submitted a proposal to acquire Sharps Compliance Corp. (the "**Company**" and such acquisition, the "**Transaction**"). In consideration of the good faith efforts of the parties to negotiate and execute a definitive merger agreement between Aurora (or its affiliate) and the Company with respect to the Transaction, and the mutual covenants and agreements herein contained, and intending to be bound legally hereby, the parties agree as follows:

Until the Termination Date (as defined below), the Company will not, and will cause each of its affiliates and its and their respective directors, officers, employees, members, managers, agents, advisors and representatives' (collectively, "**Representatives**") not to, directly or indirectly, (a) solicit or encourage any inquiries, discussions or proposals regarding; (b) continue, propose or enter into negotiations or discussions with respect to; (c) provide non-public information relating to or in connection with; or (d) authorize, recommend, propose or enter into any confidentiality agreement, term sheet, letter of intent, merger agreement or other agreement, arrangement or understanding regarding: in each case, an acquisition of all or part of, an investment in, or a business combination or consolidation or the formation of a partnership or joint venture or management arrangement with, or the issuance of equity securities of, the Company (each, a "**Competing Transaction**"), in each case other than involving only Aurora or any of its affiliates. The Company will, and will cause its Representatives, to immediately terminate any negotiations or discussions regarding any Competing Transaction. Notwithstanding the foregoing, the Company and its Representatives shall be permitted to notify persons to the effect that the Company is under an exclusivity agreement with respect to a proposed transaction (without divulging the name of Aurora or any of its affiliates) and is not able to commence or continue negotiations with such person unless and until the agreement with respect to exclusivity (as well as any successor agreements with respect to exclusivity) has been terminated.

This letter agreement will terminate on the earlier to occur of (a) 11:59 pm Pacific Time on the date that is fifteen (15) days from the date of countersignature by the Company, and (b) the execution of a definitive merger agreement between Aurora (or its affiliate) and the Company with respect to the Transaction (such date, the "**Termination Date**"). Notwithstanding the foregoing, a termination of this letter agreement will not extinguish a party's liability for breaches of this letter agreement that occurred prior to the Termination Date.

This letter agreement shall be governed and construed in accordance with the internal laws of the State of Delaware, without reference to its conflicts of law principles. This letter agreement may be executed in counterparts in fax or .pdf, which together shall constitute one instrument. Because money damages would be an insufficient remedy for breach of this letter agreement, in the event a party breaches or threatens to breach this letter agreement, the other party will be entitled to seek specific performance in addition to all other available remedies.

Each party agrees that none of the parties hereto has any legal obligation with respect to the matters addressed herein except for the matters specifically agreed to herein. Unless and until a definitive merger agreement for a transaction is executed and delivered, none of the parties hereto or any of their respective affiliates is under any obligation, express or implied, to propose or complete any transaction, including the Transaction, and any such party may at any time and for any reason or no reason determine not to proceed with further consideration of any transaction, including the Transaction.

[Signature Page Follows]

If this letter sets forth the understanding and agreement of the parties, please so indicate by signing a copy of this letter and returning it to the attention of the undersigned.

Sincerely,

Aurora Capital Partners Management VI L.P.

By: /s/ Andrew Wilson
Name: Andrew Wilson
Title: Partner

ACCEPTED AND AGREED:

Sharps Compliance Corp.

By: /s/ Sharon R. Gabrielson
Name: Sharon Gabrielson
Title: Chairman, Board of Directors

Date: 6-18-22

Exhibit (d)(6)

July 12, 2022

Raven Buyer, Inc.
c/o Curtis Bay Medical Waste Services
1501 S. Clinton Street, Suite 130
Baltimore, Maryland 21224
Attention: Angela Klappa

Re: Equity Commitment Letter

Ladies and Gentlemen:

The undersigned entities (each a "Sponsor" and, collectively, the "Sponsors") are pleased to offer this commitment to Raven Buyer, Inc., a Delaware corporation ("Parent"), in connection with the transactions contemplated by that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of July 12, 2022, by and among Parent, Raven Houston Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent, and Sharps Compliance Corp., a Delaware corporation (the "Company"). The Sponsors and Parent are referred to herein collectively as the "parties" and individually, as a "party." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

1. Commitment. Subject to the terms and conditions set forth in this letter agreement, each of the Sponsors, severally and not jointly, hereby agrees to purchase, directly or indirectly, or cause the purchase of (through one or more intermediate entities), its Pro Rata Portion (as defined below) of equity securities of Parent, with an aggregate purchase price equal to the Aggregate Equity Commitment (as defined below), which amount shall be used solely by Parent, together with other financial resources of Parent and Merger Sub, including cash, cash equivalents, and marketable securities of Parent and Merger Sub at the Acceptance Time and on the Closing Date, for the purpose of enabling (a) Parent to cause Merger Sub to accept for payment and pay for any and all Shares validly tendered pursuant to the Offer at the Acceptance Time (the "Offer Amount"), (b) Parent and the Surviving Corporation, as applicable, to make the payments due under Sections 3.2(a)–(b) and 3.3(a) of the Merger Agreement (the "Merger Amount"), and (c) the payment of any fees, costs, and expenses required to be paid by Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement, on the terms and subject to the conditions of the Merger Agreement (the "Expense Amount"). Notwithstanding anything to the contrary in this letter agreement, in no event shall any Sponsor be under any obligation under any circumstances to provide an aggregate amount of funds more than its Pro Rata Portion of the Aggregate Equity Commitment to Parent or any other Person. For purposes of this letter agreement, the term (A) "Aggregate Equity Commitment" means an amount equal to: (i) $186,050,950; provided, however, that the amount of the Aggregate Equity Commitment shall be reduced: (a) on a dollar-for-dollar basis by any amount actually paid by Parent, Merger Sub, or of their Affiliates in respect of the Offer Amount and/or Merger Amount in accordance with the terms of the Merger Agreement, (b) on a dollar-for-dollar basis by any amount actually paid by the Sponsors or their Affiliates in respect of the Guaranteed Obligations (as defined in the Limited Guaranty), (c) in an amount specified by Parent, solely to the extent that, after giving effect to such reduction, Parent and Merger Sub would still be able to fully consummate the transactions (including, for the avoidance of doubt, payment of the Offer Amount, Merger Amount and Expense Amount) contemplated by the Merger Agreement in accordance with the terms thereof), and/or (d) on a dollar-for-dollar basis by the amount of any additional third-party financing obtained by Parent or Merger Sub at or prior to the Closing; provided, however, that the Aggregate Equity Commitment shall not be reduced pursuant to this clause (d) unless and until (and to the extent) such third party financing is funded and available for the purpose of consummating the transactions contemplated by the Merger Agreement in accordance with the terms thereof; (B) "Equity Commitment" with respect to Sponsor means an amount equal to the product of its Pro Rata Portion, multiplied by the Aggregate Equity Commitment; and (C) "Pro Rata Portion" means (i) with respect to Aurora Equity Partners VI L.P., 54.120215%; (ii) with respect to Aurora Equity Partners VI-A L.P., 45.564117% and (iii) with respect to Aurora Associates VI L.P., 0.315669%. For the avoidance of doubt, each Sponsor's Equity Commitment is only payable upon the fulfillment of the conditions set forth in Section 2 hereof and for the uses described above and shall not be payable at any other time, under any other circumstances, or for any other purpose, and is not a guaranty of collection or the performance of any other obligations of Parent, Merger Sub, or any other Person. No Sponsor shall, under any circumstances, be obligated to contribute more than its Equity Commitment, and shall only be obligated to contribute its Equity Commitment on and subject to the terms and conditions contained herein (such amount with respect to each Sponsor being such Sponsor's "Maximum Sponsor Commitment").

2. Funding Conditions. Each Sponsor's obligations to fund all or any part of its Equity Commitment is subject in all respects to the terms and conditions of this letter agreement and to (a) with respect to the Offer Amount, (i) the execution and delivery of the Merger Agreement by Parent, Merger Sub, and the Company, (ii) the satisfaction in full or valid waiver of all of the Offer Conditions set forth in Exhibit A of the Merger Agreement (other than those Offer Conditions that by their nature are to be satisfied at the Acceptance Time, but subject to the concurrent satisfaction or waiver of such Offer Conditions at the Acceptance Time), and (iii) the substantially concurrent acceptance for payment by Merger Sub of all Shares validly tendered and not validly withdrawn pursuant to the Offer, and (b) with respect to the Merger Amount and Expense Amount, (i) the execution and delivery of the Merger Agreement by Parent, Merger Sub and the Company, (ii) the satisfaction or waiver of all of the conditions precedent to Parent's and Merger Sub's obligations set forth in Section 7.1 of the Merger Agreement (other than those conditions precedent that by their nature are to be satisfied at the Closing, but subject to the concurrent satisfaction or waiver of such conditions precedent at the Closing), and (iii) the substantially concurrent consummation of the Merger on the terms and subject to the conditions of the Merger Agreement).

3. Representations and Warranties. Each Sponsor represents and warrants, as to itself and not any other Sponsor, that: (a) upon execution and delivery of the Merger Agreement, this letter agreement will constitute a legal, valid, and binding obligation of such Sponsor enforceable against such Sponsor in accordance with its terms (except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity); (b) such Sponsor has the requisite power and authority to enter into this letter agreement and to perform its obligations hereunder; (c) the execution, delivery, and performance of this letter agreement has been duly and validly authorized by all necessary action and does not contravene, conflict with, or result in any breach or violation of any provision of such Sponsor's certificate of formation or limited partnership agreement or any Contract to which it is a party or any applicable Law; (d) such Sponsor has sufficient unrestricted cash, unfunded capital commitments, and/or available borrowings under a customary subscription line to cause its Equity Commitment to be made available to Parent in order to allow Parent to perform its obligations pursuant to and in accordance with this letter agreement; (e) such Sponsor's Equity Commitment is less than the maximum amount that it is permitted to invest in any one portfolio investment pursuant to the terms of its organizational or governing documents or otherwise; and (f) all funds necessary for such Sponsor to perform all of its obligations under this letter agreement shall be available (in the form of cash or unfunded capital commitments) to it for so long as this letter agreement shall remain in effect, and no additional internal approval is needed to fulfill such Sponsor's obligations hereunder. Each Sponsor acknowledges that the Company has specifically relied on the accuracy of the foregoing representations and warranties in entering into the Merger Agreement.

4. Limited Guaranty. Concurrently with the execution and delivery of this letter agreement and the Merger Agreement, each Sponsor is executing and delivering to the Company a Limited Guaranty (the "Limited Guaranty") relating to Parent's and Merger Sub's monetary obligations to pay the Parent Termination Fee and Collection Costs, if any, under Sections 8.3(e) and 8.3(f), respectively, of the Merger Agreement and the reimbursement and/or indemnity payments, if any, under Section 6.15(c) of the Merger Agreement. Except as provided in Section 8 and 9, the Company's remedies in respect of the Retained Claims (as defined below) shall be and are intended to be the sole and exclusive direct and indirect remedies available to the Company, the Company's equityholders, and their respective Affiliates and Subsidiaries against the Sponsors, Parent, Merger Sub and any of the Non-Recourse Parties in respect of any liabilities, obligations, or other losses (including consequential, indirect or punitive damages, and whether at law or equity or in tort, contract, or otherwise) arising under, or in connection with, the Merger Agreement, this letter agreement, the Limited Guaranty, any debt financing commitments of Parent or any of its Subsidiaries in connection with the transactions contemplated by the Merger Agreement, and the transactions contemplated hereby or thereby, including in the event Parent breaches its obligations under the Merger Agreement, whether or not such breach is caused by any Sponsor's breach of its obligations under this letter agreement. Notwithstanding anything that may be expressed or implied in this letter agreement, the Merger Agreement, the Limited Guaranty, any debt financing commitments of Parent or any of its Subsidiaries in connection with the transactions contemplated by the Merger Agreement, or any document or instrument delivered in connection herewith or therewith, (a) in no event shall any Sponsor have any obligation to make any contribution to Parent or any of its Affiliates at any time pursuant to this letter agreement after the Sponsors have made payment of the full amount of the Guaranteed Obligation (as defined in the Limited Guaranty) required to be paid pursuant to the terms and definitions of the Limited Guaranty, and (b) in no event shall any Sponsor have any obligation or liability to any other Sponsor by reason of this letter agreement or the Limited Guaranty.

5. No Recourse. Notwithstanding anything that may be expressed or implied in this letter agreement, the Merger Agreement, the Limited Guaranty, or any document or instrument delivered in connection herewith or therewith, or any of the transactions contemplated hereby or thereby (including the termination or abandonment thereof), or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), Parent, by its acceptance of this letter agreement, and the Company in its capacity as a third party beneficiary solely as and to the extent specified in, and on the terms and subject to the conditions of Sections 8 and 9 hereof, each covenants, agrees, and acknowledges, on behalf of itself and its controlled Affiliates that: (a) no Person other than the Sponsors and Parent shall have any obligation hereunder; (b) notwithstanding that the Sponsors are organized as partnerships, no right or remedy, recourse or recovery hereunder or under the Merger Agreement or any documents or instruments delivered in connection herewith or therewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), shall be had against any Sponsor or any Non-Recourse Party (as defined below) of any of the Sponsors, whether by the enforcement of any judgment or assessment or by any legal, equitable, investigative, or arbitral proceeding, or by virtue of any statute, regulation, or other applicable law (including common law), other than the Retained Claims (as expressly defined in, and subject to the limitations contained in, the definition of Retained Claims set forth below); and (c) no personal liability or obligation whatsoever will attach to, be imposed on or otherwise be incurred by any Non-Recourse Party of the Sponsors for any liabilities or obligations of any Sponsor under this letter agreement or any documents or instruments delivered in connection herewith or in connection with the transactions contemplated by hereby (or the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), or for any claim, action, suit, arbitration, litigation, investigation, or proceeding based on, in respect of or by reason of such obligations or by their creation (including the breach, termination, or failure to consummate the transactions contemplated by the Merger Agreement), in each case whether based on contract, tort, strict liability, other laws (including common law), or otherwise, and whether by or through piercing the corporate, limited liability company, or limited partnership veil, or similar action, by or through a claim by or on behalf of a party hereto or another Person or otherwise.

For purposes of this letter agreement, "Non-Recourse Party" means, with respect to each Sponsor, its Affiliates and its and their former, current and future directors, trustees, officers, employees, agents and Affiliates (both direct and indirect), the former, current and future holders (both direct and indirect) of any equity interests or securities of the foregoing (whether such holder is a limited or general partner, member, stockholder or otherwise), the former, current or future directors, trustees, officers, employees, agents, general or limited partners, managers, members, stockholders, equityholders, Affiliates, controlling persons, representatives or assignees of the foregoing and any former, current and future heirs, executors, administrators, trustees, successors or assigns of any of the foregoing. For the avoidance of doubt, the Sponsors, Parent, and Merger Sub shall not be Non-Recourse Parties.

For purposes of this letter agreement, "Retained Claims" means, collectively, (i) any and all rights of the Company under, and any and all claims by the Company against the Sponsors, severally but not jointly, under and in accordance with, the Limited Guaranty (subject to the terms and conditions set forth therein); (ii) any and all rights of the Company under, and any and all claims by the Company against Parent or Merger Sub under and in accordance with, the Merger Agreement; (iii) any and all rights of the Company under, and any and all claims by the Company against the Sponsors and Parent under and in accordance with, this letter agreement in respect of express third party beneficiary and specific performance rights; and (iv) any and all rights of the Company under, and any and all claims by the Company against Raven Parent, Inc. under and in accordance with, the Confidentiality Agreement, dated as of May 9, 2022, by and between the Company and Raven Parent, Inc. (the "Confidentiality Agreement").

6. Expiration. This letter agreement and all obligations under this letter agreement shall expire and terminate automatically and immediately upon the earliest to occur of: (a) the valid termination of the Merger Agreement in accordance with its terms; (b) the Closing, at which time the obligations hereunder shall be discharged, provided that prior to such expiration and termination under this Section 6(b) the Aggregate Equity Commitment required to be funded under this letter agreement shall have been paid to Parent; and (c) written notice to Parent by one or more of the Sponsors of its election to terminate this letter agreement as a result of the Company or any of its controlled Affiliates, or any of its or their respective Representatives, directly or indirectly (including through or for the benefit of any of the foregoing), formally asserting in writing, or otherwise commencing, a formal claim, lawsuit or legal proceeding before any Governmental Entity, other than a Retained Claim, against one or more of the Sponsors or any Non-Recourse Party in connection with this letter agreement, the Merger Agreement, the Limited Guaranty or any other document or instrument delivered in connection herewith or therewith or any of the transactions contemplated hereby or thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith). Parent shall provide prompt written notice to all of the Sponsors of the occurrence of any termination contemplated by the foregoing clauses (a) or (c).

7. No Assignment; No Modification. Subject to the remainder of this Section 7, the commitment evidenced by this letter agreement shall not be assignable: (a) by Parent, without the prior written consent of each of the Sponsors and the Company; or (b) by any Sponsor, without the prior written consent of Parent and the Company. The granting of such consent in any given instance shall be solely in the discretion of each such Sponsor, Parent, and/or the Company, as applicable, and, if granted, shall not constitute a waiver of this requirement as to any subsequent assignment. Notwithstanding the foregoing, each Sponsor may, without consent, assign all or a portion of its commitment hereunder to one or more of its Affiliates. If any such Sponsor assigns all or a portion of its commitment in accordance with the preceding sentence, such Sponsor shall remain liable in full to perform all of its obligations hereunder, but only to the extent that an Affiliate of such Sponsor has not timely satisfied its funding obligations. Any purported assignment of any commitment evidenced by this letter agreement in contravention of this Section 7 shall be null and void.

8. Third Party Beneficiaries. This letter agreement shall inure to the benefit of, and be binding upon, the Sponsors for the benefit of Parent and, to the extent set forth in this Section 8, the Company. Nothing set forth in this letter agreement is intended to, shall confer upon or give to the Company, the Company's equityholders, or their respective Affiliates or any other Person (other than Parent) any benefits, rights, or remedies under or by reason of, or any rights to enforce or cause the Sponsors to perform or fund, the Equity Commitment or any provisions of this letter agreement; provided that, notwithstanding anything to the contrary set forth in this letter agreement, the Company shall, solely to the extent that the Company is entitled to, in accordance with, and subject to the conditions set forth in Section 9.10(b) of the Merger Agreement, specific performance of Parent's or Merger Sub's obligation to consummate the Offer and the Closing, be a third party beneficiary of the rights granted to Parent under this letter agreement and shall be entitled to specific performance of Parent's rights to cause the Equity Commitment to be funded hereunder without the direction of any Sponsor; provided, further that the Non-Recourse Parties shall be express third party beneficiaries of the provisions set forth herein that are for the benefit of the Non-Recourse Parties, each of which shall survive an expiration or termination of this letter agreement.

9. Enforceability. Except as set forth in Section 8, no Person other than Parent or the Sponsors shall have the right to enforce this letter agreement. Without limiting the foregoing, none of the creditors of Parent, Merger Sub, or the Company, the Company's equityholders, or any of their respective Affiliates shall have any right to enforce this letter agreement or to cause Parent to enforce this letter agreement. Subject to the third party beneficiary rights of the Company in Section 8, Parent's right to enforce this letter agreement shall be in its sole and absolute discretion. No Sponsor shall be liable hereunder to any party for any consequential, special, punitive, or indirect damages, or for lost profits or, in any event, in an aggregate amount in excess of such Sponsor's Maximum Sponsor Commitment.

10. Confidentiality. This letter agreement shall be treated as confidential and is being provided to Parent and the Company solely in connection with the Merger Agreement. This letter agreement may not be used, circulated, quoted, or otherwise referred to in any document (other than the Merger Agreement and the Limited Guaranty) except with the written consent of each Sponsor; provided, that (a) the Company may disclose this letter agreement to its officers, directors, advisors, and other authorized representatives, provided such Person is instructed to maintain the confidentiality of this letter agreement in accordance herewith, (b) each party may disclose this letter agreement to each of its Affiliates and its and their respective officers, directors, advisors, and other authorized representatives, (c) each Sponsor may disclose this letter agreement to its limited partners, and (d) each party and the Company may disclose the existence and contents of this letter agreement to the extent required by applicable Law, the applicable rules of any national securities exchange, in connection with any securities regulatory agency filings relating to the transactions contemplated by the Merger Agreement, or in connection with the enforcement of any rights hereunder. Notwithstanding anything to the contrary herein, and for the avoidance of doubt, Parent hereby agrees that any Sponsor may disclose the contents of this letter agreement to a governmental or regulatory authority in the course of such authority's routine examinations or inspections of such Sponsor and/or its Affiliates which are not targeted at Parent.

11. Severability. Whenever possible, each provision or portion of any provision of this letter agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this letter agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this letter agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision or portion of any provision had never been contained herein; provided, however, that this letter agreement may not be enforced without giving effect to each Sponsor's Maximum Sponsor Commitment provided in Section 1 hereof.

12. Governing Law. This letter agreement and all disputes or controversies arising out of or relating to this letter agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

13. Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this letter agreement brought by any party or its Affiliates against any other party or its Affiliates shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware. Each of the parties hereby irrevocably submits to the jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this letter agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit, or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any action or proceeding arising out of or relating to this letter agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise), and (c) that (i) the suit, action, or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action, or proceeding is improper, or (iii) this letter agreement, or the subject matter hereof, may not be enforced in or by such courts.

14. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS LETTER AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by e-mail, upon written confirmation of receipt by e-mail or otherwise, (b) on the first (1st) Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth on a party's signature page hereto, or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

16. Entire Agreement; Amendment. This letter agreement, together with the Merger Agreement, the Limited Guaranty, and the Confidentiality Agreement, constitute the entire agreement, and supersede all prior written agreements, arrangements, communications, and understandings and all prior and contemporaneous oral agreements, arrangements, communications, and understandings among the parties with respect to the subject matter hereof and thereof. This letter agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment, and the Company.

17. Counterparts. This letter agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

18. Facsimile or .pdf Signature. This letter agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

19. Interpretation. When a reference is made in this letter agreement to a Section, such reference shall be to a Section of this letter agreement unless otherwise indicated. The headings contained in this letter agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this letter agreement. All words used in this letter agreement will be construed to be of such gender or number as the circumstances require. The word "including" and words of similar import when used in this letter agreement will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein," and "hereunder" and words of similar import when used in this letter agreement shall refer to this letter agreement as a whole and not to any particular provision in this letter agreement. The term "or" is not exclusive. The word "will" shall be construed to have the same meaning and effect as the word "shall." References to days mean calendar days unless otherwise specified.

Signature pages follow.

Sincerely,

AURORA EQUITY PARTNERS VI L.P.,
a Delaware limited partnership

By: **AURORA CAPITAL PARTNERS VI L.P.**,
its General Partner

By: **AURORA FUND VI UGP LLC**,
its General Partner

By: /s/ Robert K. West
Name: Robert K. West
Title: Chief Financial Officer

Address for Notices:
c/o Aurora Capital Partners Management VI L.P.
11611 San Vicente Blvd, Suite 800
Los Angeles, California 90049
Attention: Robert K. West
Email: rkwest@auroracap.com

AURORA EQUITY PARTNERS VI-A L.P.,
a Delaware limited partnership

By: **AURORA CAPITAL PARTNERS VI L.P.**,
its General Partner

By: **AURORA FUND VI UGP LLC**,
its General Partner

By: /s/ Robert K. West
Name: Robert K. West
Title: Chief Financial Officer

Address for Notices:
c/o Aurora Capital Partners Management VI L.P.
11611 San Vicente Blvd, Suite 800
Los Angeles, California 90049
Attention: Robert K. West
Email: rkwest@auroracap.com

AURORA ASSOCIATES VI L.P.,
a Delaware limited partnership

By: **AURORA CAPITAL PARTNERS VI L.P.**,
its General Partner

By: **AURORA FUND VI UGP LLC**,
its General Partner

By: /s/ Robert K. West
Name: Robert K. West
Title: Chief Financial Officer

Address for Notices:
c/o Aurora Capital Partners Management VI L.P.
11611 San Vicente Blvd, Suite 800
Los Angeles, California 90049
Attention: Robert K. West
Email: rkwest@auroracap.com

Agreed and Accepted as of this 12th day of July, 2022 by:

RAVEN BUYER, INC.

By: /s/ Angela Klappa
Name: Angela Klappa
Title: Chief Executive Officer and President

Address for Notices:
c/o Curtis Bay Medical Waste Services
1501 S. Clinton Street, Suite 130
Baltimore, Maryland 21224
Attention: Angela Klappa
Email: angela@curtisbaymws.com

LIMITED GUARANTY

This LIMITED GUARANTY (this "Limited Guaranty") is made and entered into as of July 12, 2022 by and among Aurora Equity Partners VI L.P., a Delaware limited partnership, Aurora Equity Partners VI-A L.P., a Delaware limited partnership, and Aurora Associates VI L.P., a Delaware limited partnership (each, a "Guarantor" and collectively, the "Guarantors"), in favor of Sharps Compliance Corp., a Delaware corporation (the "Company"). The Guarantors and the Company are referred to herein collectively as the "parties" and individually, as a "party."

RECITALS

A. The Company, Raven Buyer, Inc., a Delaware corporation ("Parent"), and Raven Houston Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, modified, or supplemented from time to time, the "Merger Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Merger Agreement.

B. As an inducement for the Company to enter into the Merger Agreement, the Guarantors wish to deliver this Limited Guaranty in respect of certain of Parent's obligations under the Merger Agreement.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into the agreement below by reference as if fully set forth therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantors, each of the Guarantors agrees with the Company as follows:

AGREEMENT

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Each Guarantor, severally and not jointly, makes the following representations and warranties to, and in favor of, the Company with respect to itself (but not the other Guarantors):

Section 1.1 Existence and Rights. Such Guarantor is a limited partnership duly formed and validly existing under the laws of the jurisdiction of its formation. Such Guarantor has the requisite power and authority, rights, and franchises to own its property and to carry on its business as now carried on, and is duly qualified and in good standing in each jurisdiction in which the property it owns or the business it conducts makes such qualification necessary, and such Guarantor has the power and authority to execute, deliver, and perform this Limited Guaranty.

Section 1.2 Limited Guaranty Authorized and Binding. The execution, delivery, and performance of this Limited Guaranty by such Guarantor have been duly authorized by all requisite limited partnership action, and this Limited Guaranty is a legal, valid, and binding obligation of such Guarantor enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws affecting creditors' rights generally and to general principles of equity.

Section 1.3 No Conflict. The execution and delivery of this Limited Guaranty by such Guarantor: (a) are not, and the performance of this Limited Guaranty by such Guarantor will not be, in contravention of or in conflict with any agreement, indenture, or undertaking to which such Guarantor is a party or by which it or any of its property is or may be bound or affected; (b) do not, and will not, require the consent or approval of any Governmental Entity; (c) are not, and will not be, in contravention of or in conflict with, any applicable Law binding on such Guarantor or any of its property or assets or any term or provision of such Guarantor's limited partnership agreement or other organizational documents; and (d) do not, and will not, result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, require consent under, or give rise to a right of termination, cancellation, modification, or acceleration of any material obligation or the loss of any material benefit under any loan, guarantee of indebtedness or credit agreement, note, bond, mortgage, indenture, lease, agreement, contract, permit, franchise, right, or license binding on the Guarantor, or cause any security interest, lien, or other encumbrance to be created or imposed upon any of such Guarantor's assets or property.

Section 1.4 Review of Merger Agreement. Such Guarantor hereby acknowledges that it has a copy of, and is fully familiar with, the Merger Agreement.

Section 1.5 Financial Capacity. Such Guarantor has the financial capacity to pay and perform its obligations under this Limited Guaranty in full, and all funds necessary for such Guarantor to fulfill its obligations under this Limited Guaranty in full shall be available to such Guarantor, and such Guarantor shall maintain sufficient uncalled capital commitments from its limited partners necessary to fulfill its obligations under this Limited Guaranty, in each case for so long as this Limited Guaranty shall remain in effect in accordance with Section 2.2.

ARTICLE II
LIMITED GUARANTY

Section 2.1 Limited Guaranty.

(a) Subject to the limitations set forth in Section 2.1(b), each Guarantor hereby absolutely, unconditionally, and irrevocably guaranties to the Company the prompt payment (on demand and in lawful money of the United States) of the Guaranteed Obligation (as defined below). The term "Guaranteed Obligation" means the obligation of Parent to pay (i) the Parent Termination Fee (which is $7,869,400) in accordance with Section 8.3(e) of the Merger Agreement, (ii) the Collection Costs in accordance with Section 8.3(f) of the Merger Agreement, if any, and (iii) the reimbursement and indemnification obligations in accordance with Section 6.15(c) of the Merger Agreement, if any, subject to the terms and conditions set forth in the Merger Agreement. Notwithstanding any other provision of this Limited Guaranty, payment by any Guarantor hereunder will not be due prior to the date that is twelve (12) Business Days after the date on which the Company notifies such Guarantor that Parent or Merger Sub has failed to pay the Guaranteed Obligation when due in accordance with the terms of the Merger Agreement and that the Company is requesting payment from such Guarantor.

(b) The guaranties and obligations of the Guarantors shall be several and not joint, which shall mean that a Guarantor shall be liable to the Company only to the extent of such Guarantor's Pro Rata Portion (as defined below) of the Guaranteed Obligations. In addition, in no event shall any Guarantor be obligated to make payments to the Company with respect to this Limited Guaranty, the Merger Agreement, or the transactions contemplated thereby that exceed such Guarantor's Pro Rata Portion of an amount equal to (i) the Parent Termination Fee (which is $7,869,400) payable in accordance with Section 8.3(e) of the Merger Agreement, plus (ii) the amount of the Collection Costs payable by Parent in accordance with Section 8.3(f) of the Merger Agreement, if any, plus (iii) the amount sufficient to satisfy the reimbursement and indemnification obligations of Parent pursuant to Section 6.15(c) of the Merger Agreement, if any, as such amount may be reduced by any payments made by any of Parent, Merger Sub, any Guarantor or any of their respective Affiliates to the Company, its Affiliates or its or their respective direct or indirect equityholders, related to or arising out of the transactions contemplated by the Merger Agreement (as it may be so reduced from time to time, the "Maximum Amount"); it being understood that this Limited Guaranty may not be enforced against a Guarantor with respect to any amounts in excess of such Guarantor's Pro Rata Portion of the Maximum Amount, in the aggregate. The Company hereby agrees that in no event shall the Guarantors be required to pay any amounts to the Company, the Company's equityholders or its Affiliates or Subsidiaries, under, with respect to, or in connection with this Limited Guaranty or the Merger Agreement, other than as expressly set forth herein or in the Equity Financing Commitment. The term "Equity Financing Commitment" means the equity commitment letter delivered by the Guarantors to Parent as of the date hereof. The term "Pro Rata Portion" means (A) with respect to Aurora Equity Partners VI L.P., 54.120215%; (B) with respect to Aurora Equity Partners VI-A L.P., 45.564117%; and (C) with respect to Aurora Associates VI L.P., 0.315669%.

(c) Notwithstanding the foregoing, in the event that the Company or any of its Affiliates or Subsidiaries or any of their respective Representatives on behalf of the Company or any of its Affiliates or Subsidiaries, directly or indirectly, claims, attempts, commences litigation or other proceedings in order to assert, asserts, demands or otherwise seeks to claim that the provisions of Section 2.1 hereof limiting the Guarantors' aggregate liability to the Maximum Amount (or a Guarantor's liability to that Guarantor's Pro Rata Portion of the applicable Guaranteed Obligations) or that any other provisions of this Limited Guaranty are illegal, invalid or unenforceable in whole or in part, or attesting any theory of liability against any Guarantor, Parent or any Affiliate of any Guarantor with respect to the transactions contemplated by the Merger Agreement, the Equity Financing Commitment, or any other agreement delivered in connection with this Limited Guaranty or the Merger Agreement (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), other than (i) any and all rights of the Company under, and any and all claims by the Company against the Guarantors, severally but not jointly, under and in accordance with, this Limited Guaranty (subject to the terms and conditions set forth herein); (ii) any and all rights of the Company under, and any and all claims by the Company against Parent or Merger Sub under and in accordance with, the Merger Agreement; (iii) any and all rights of the Company under, and any and all claims by the Company against the Guarantors and Parent under and in accordance with, the Equity Financing Commitment in respect of express third party beneficiary and specific performance rights; and (iv) any and all rights of the Company under, and any and all claims by the Company against Raven Parent, Inc. under and in accordance with, the Confidentiality Agreement, dated as of May 9, 2022, by and between the Company and Raven Parent, Inc. (the "Confidentiality Agreement") (the claims as described in clauses (i), (ii), (iii) and (iv) of this sentence, each a "Retained Claim"), then (A) the obligations of the Guarantors under this Limited Guaranty shall terminate *ab initio* and shall thereupon be null and void, (B) if any Guarantor has previously made any payments under this Limited Guaranty, it shall promptly be repaid such payments from the Company, and (C) none of the Guarantors, Parent, Merger Sub or any Non-Recourse Party (as defined below) shall have any liability to the Company or any of its Affiliates or Subsidiaries or any of their respective direct or indirect equityholders in any way under or in connection with the Merger Agreement, this Limited Guaranty, or any other agreement or instrument delivered in connection with this Limited Guaranty or the Merger Agreement (including, without limitation, the Equity Financing Commitment), or the transactions contemplated hereby or thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith).

Section 2.2 Continuing Guaranty. This is a continuing guaranty of the Guaranteed Obligation and shall remain in full force and effect until the earlier to occur of: (a) the payment in full of the Guaranteed Obligation; (b) the termination of the Merger Agreement in accordance with its terms, but only if Parent and Merger have no liability or financial obligation to the Company that survives such termination (or, if it does, this Limited Guaranty shall terminate twelve months following such termination, unless prior to the date that is twelve months after such termination a legal action for the Guarantors' payment of the Guaranteed Obligation is brought pursuant to and in accordance with this Limited Guaranty, in which case this Limited Guaranty shall terminate upon the final, non-appealable resolution of such claim in a final judicial determination or by written agreement of the Company and the Guarantors and the satisfaction in full by the Guarantors of the amount of the Guaranteed Obligation finally determined or agreed to be owed by the Guarantors with respect to such claim); or (c) consummation of the Closing. Upon the termination of this Limited Guaranty pursuant to the immediately preceding sentence, this Limited Guaranty shall automatically become void and no Guarantor shall thereafter have any liability whatsoever arising hereunder. Each Guarantor understands and agrees that, subject to the immediately preceding two sentences, this Limited Guaranty shall be construed as an absolute, irrevocable, unconditional, and continuing guaranty of payment and shall be enforceable by the Company and its successors, transferees, and assigns, subject to the terms set forth herein.

Section 2.3 Nature of Guaranty. The Guarantor acknowledges that it is a primary obligor and not merely as surety to the Company, that its liability hereunder shall extend to the full amount of the Guaranteed Obligations (subject to such Guarantor's Pro Rata Portion of the Maximum Amount), and that a separate action or separate actions under this Limited Guaranty may be brought and prosecuted against any Guarantor in the Company's sole discretion, whether or not any action is brought or prosecuted against Parent, any other Guarantor, or any other Person, or whether Parent, any other Guarantor, or any other Person is joined in any such action or actions. Any circumstance which operates to toll any statute of limitations applicable to Parent, Merger Sub, or the Company shall also operate to toll the statute of limitations applicable to the Guarantors. This Limited Guaranty is an unconditional guarantee of payment and not of collection. The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in this Limited Guaranty are knowingly made in contemplation of such benefits.

Section 2.4 Waivers.

(a) Subject to Section 2.1(a), each Guarantor hereby waives the right to require the Company to proceed against Parent, any other Guarantor, or any other Person liable on the Guaranteed Obligations, or to pursue any other remedy in the Company's power whatsoever, and each Guarantor waives the right to have the proceeds of property of Parent or any other Person liable on the Guaranteed Obligation first applied to the discharge of the Guaranteed Obligations. Each Guarantor hereby waives, to the fullest extent permitted by Law, all rights and benefits under any applicable Law purporting to reduce a guarantor's obligations in proportion to the obligation of the principal. When making any demand on a Guarantor hereunder against the Guaranteed Obligation, the Company may, but subject to Section 2.1(a) shall be under no obligation to, make a similar demand on Parent or Merger Sub or any other Guarantor, and any failure by the Company to make any such demand or to collect any payments from Parent or Merger Sub or any other Guarantor shall not relieve such Guarantor of its obligations or liabilities hereunder.

(b) Each Guarantor hereby waives any defense based upon or arising by reason of: (i) any lack of authority of any officer, director, or any other Person acting or purporting to act on behalf of Parent or Merger Sub, or any defect in the formation of Parent or Merger Sub; (ii) any act or omission by Parent or Merger Sub which directly or indirectly results in or aids the discharge of Parent or Merger Sub or any Guaranteed Obligation by operation of Law or otherwise; (iii) any modification of the Guaranteed Obligation, in any form whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in time for payment or performance of the Guaranteed Obligation, any waiver or modification of conditions precedent or any other change in the terms of the Guaranteed Obligation or any part thereof or any modification of any agreement between the Company and Parent or Merger Sub, provided that the Maximum Amount is not increased; (iv) the existence of any claim, set-off, or other right which the Guarantor may have at any time against Parent, Merger Sub, or the Company, whether in connection with the Guaranteed Obligations or otherwise; (v) the adequacy of any other means the Company may have of obtaining payment of the Guaranteed Obligations; (vi) any change in the applicable law of any jurisdiction; (vii) any present or future action of any governmental authority amending, varying, reducing, or otherwise affecting or purporting to amend, vary, reduce, or otherwise affect, any of the obligations of Parent or Merger Sub under the Merger Agreement or of the Guarantor under this Limited Guaranty; or (viii) any other act or omission by the Guarantor or its Affiliates that might in any manner or to any extent vary the risk of the Guarantor or otherwise operate as a release or discharge of the Guarantor.

(c) Each Guarantor hereby waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Limited Guaranty and of the existence, creation, or incurring of new or additional obligations. Each Guarantor assumes the responsibility for being and keeping itself informed of the financial condition of Parent and Merger Sub and of all other circumstances bearing upon the risk of nonpayment or nonperformance by Parent or Merger Sub of the Guaranteed Obligation which diligent inquiry would reveal, represents that it has adequate means of obtaining such financial information from Parent or Merger Sub on a continuing basis, and agrees that the Company shall not have any duty to advise any Guarantor of information known to it regarding such condition or any such circumstances. Each Guarantor hereby waives notice of any action taken or omitted by the Company in reliance hereon, any requirement that the Company be diligent and prompt in making demands hereunder, notice of any waiver or amendment of any terms and conditions of the Merger Agreement, notice of any default by Parent or Merger Sub or the assertion of any right of the Company hereunder, and any right to plead or assert any election of remedies in any action to enforce this Limited Guaranty with respect to its obligations hereunder.

Section 2.5 Bankruptcy Not Discharge. Subject to the second sentence of Section 2.2, this Limited Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any or all of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by the Company upon (1) any change in the corporate existence, structure, or ownership of Parent or Merger Sub or any other Person now or hereafter liable with respect to the Guaranteed Obligations, and (2) the insolvency, bankruptcy, or reorganization affecting Parent or Merger Sub or any other Person now or hereafter liable with respect to the Guaranteed Obligations. Notwithstanding any modification, discharge, or extension of the Guaranteed Obligations or any amendment, waiver, modification, stay, or cure of the Company's rights which may occur in any bankruptcy or reorganization case or proceeding concerning Parent or Merger Sub, whether permanent or temporary, and whether or not assented to by the Company, each Guarantor hereby agrees that it shall be obligated hereunder to pay and perform the Guaranteed Obligations and discharge its other obligations in accordance with the terms of the Guaranteed Obligations as set forth in this Limited Guaranty in effect on the date hereof. Each Guarantor understands and acknowledges that by virtue of this Limited Guaranty, it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Parent or Merger Sub.

Section 2.6 Guarantors' Understandings With Respect To Waivers. Each Guarantor warrants and agrees that each of the waivers set forth above is made with such Guarantor's full knowledge of its significance and consequences and made after the opportunity to consult with counsel of its own choosing, and that under the circumstances, the waivers are reasonable and not contrary to applicable Law or public policy. If any of said waivers are determined to be contrary to any applicable Law or public policy, such waiver shall be effective only to the extent permitted by Law.

Section 2.7 Covenants of the Company.

(a) The Company hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Affiliates and Subsidiaries and their respective Representatives not to institute, directly or indirectly, any proceeding or bring any other claim arising under, or in connection with this Limited Guaranty, the Merger Agreement, any other agreement or instrument delivered in connection with this Limited Guaranty or the Merger Agreement (including, without limitation, the Equity Financing Commitment), or transactions contemplated hereby and thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), against the Guarantors, Parent, Merger Sub or any Non-Recourse Party, except for the Retained Claims, and the Company hereby, on behalf of itself and its Affiliates, waives any and all claims arising under, or in connection with, this Limited Guaranty, the Merger Agreement, or any other agreement or instrument delivered in connection with this Limited Guaranty or the Merger Agreement (including, without limitation the Equity Financing Commitment), or the transactions contemplated hereby or thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith) against the Guarantors, Parent, Merger Sub or any Non-Recourse Party and waives and releases such Persons from such claims, in each case, except for the Retained Claims.

(b) Notwithstanding anything to the contrary contained in this Limited Guaranty, the Company hereby agrees that, to the extent Parent and Merger Sub are indefeasibly relieved in full of their obligations under the Merger Agreement (other than due to a rejection of the Merger Agreement in the context of a bankruptcy or insolvency of Parent), the Guarantors shall be similarly relieved of their obligations under this Limited Guaranty.

(c) Notwithstanding anything that may be expressed or implied in this Limited Guaranty or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guaranty, the Company covenants, agrees, and acknowledges that no Person other than the Guarantors has any obligations hereunder. The Company further covenants, agrees, and acknowledges that neither the Company nor any other Person (including, without limitation, its Affiliates or Subsidiaries or any of their respective direct or indirect equityholders) has any right of recovery under this Limited Guaranty, the Merger Agreement, or any other agreement or instrument delivered in connection with this Limited Guaranty or the Merger Agreement (including, without limitation, the Equity Financing Commitment), or the transactions contemplated hereby or thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), or any claim based on the obligations hereunder and thereunder against, and no personal liability shall attach to, the former, current or future equityholders, controlling Persons, directors, officers, employees, agents, Affiliates, members, managers, or general or limited partners of any of the Guarantors, Parent, or any former, current or future equityholder, controlling Person, director, officer, employee, general or limited partner, member, manager, Affiliate (other than the Guarantors), or agent of any of the foregoing, or any former, current or future heirs, executors, administrators, trustees, successors or assigns of any of the foregoing (collectively, but not including Parent, Merger Sub, or the Guarantors, each a "Non-Recourse Party"), through Parent or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Parent against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise.

(d) The Company covenants, agrees, and acknowledges that the only rights of recovery that the Company has with respect to this Limited Guaranty, the Merger Agreement, or any other agreement or instrument delivered in connection with the Limited Guaranty or the Merger Agreement (including, without limitation, the Equity Financing Commitment), or the transactions contemplated hereby and thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith) are (i) its rights to recover from Parent and Merger Sub under and to the extent expressly provided in the Merger Agreement and from the Guarantors (but not any Non-Recourse Party) under and to the extent expressly provided in this Limited Guaranty, in each case subject to the Maximum Amount and the other limitations described herein, (ii) the Company's right to seek specific performance of the obligations of the Guarantors under and to the extent expressly provided in the Equity Financing Commitment, and (iii) the other Retained Claims; provided, however, that in the event a Guarantor (1) consolidates with or merges with any other Person and is not the continuing or surviving entity of such consolidation or merger, or (2) transfers or conveys all or a substantial portion of its properties and other assets to any Person such that the sum of such Guarantor's remaining net assets plus uncalled capital is less than such Guarantor's applicable Pro Rata Portion of the Maximum Amount, then, and in each such case, the Company may seek recourse, whether by enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any statue, regulation, or other applicable Law, against such continuing or surviving entity, but only to the extent of the Guarantor's unpaid liability hereunder up to such Guarantor's applicable Pro Rata Portion of the Maximum Amount.

(e) Notwithstanding any other provision of this Limited Guaranty, the Company hereby agrees that the Guarantors may assert, as a defense to, or release or discharge of, any payment or performance by the Guarantors under this Limited Guaranty, any claim, set-off, deduction, defense, or release that Parent could assert against the Company under the terms of, or with respect to, the Merger Agreement.

(f) The Company acknowledges and agrees that Parent has no assets other than certain contract rights and that no additional funds are expected to be contributed to Parent unless and until the Acceptance Time occurs. Recourse against the Guarantors under and pursuant to the terms of this Limited Guaranty and the other Retained Claims shall be the sole and exclusive remedy of the Company and all of its Affiliates and Subsidiaries or any of their respective direct or indirect equityholders against the Guarantors, Parent, Merger Sub and the Non-Recourse Parties with respect to any liabilities or obligations arising under, or in connection with, this Limited Guaranty, the Merger Agreement, or any other agreement or instrument delivered in connection with this Limited Guaranty or the Merger Agreement (including, without limitation, the Equity Financing Commitment), or the transactions contemplated hereby and thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), including by piercing of the corporate veil or by asserting a claim by or on behalf of Parent, the Company, or any other Person seeking to compel performance of Parent's financing. The Company hereby waives and releases every right of recovery against each Guarantor, Parent, Merger Sub, and each Non-Recourse Party under or in connection with or related to this Limited Guaranty, the Merger Agreement, or any other agreement or instrument delivered in connection with this Limited Guaranty or the Merger Agreement (including, without limitation, the Equity Financing Commitment), or the transactions contemplated hereby or thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith) other than the Retained Claims, and hereby releases each Guarantor, Parent, Merger Sub, and each Non-Recourse Party from and with respect to any claim, known or unknown, now existing or hereafter arising, in connection with this Limited Guaranty, the Merger Agreement, or any other agreement or instrument delivered in connection with this Limited Guaranty or the Merger Agreement (including, without limitation, the Equity Financing Commitment), or the transactions contemplated hereby or thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), other than the Retained Claims. Nothing set forth in this Limited Guaranty shall confer or give or shall be construed to confer or give to any Person other than the Company and its permitted successors, transferees or assigns (including any Person acting in a representative capacity), any rights or remedies against any Person including the Guarantors, except as expressly set forth herein.

ARTICLE III
MISCELLANEOUS

Section 3.1 Survival of Warranties. All representations, warranties, covenants, and agreements of the Guarantors contained herein shall survive the execution and delivery of this Limited Guaranty and shall be deemed made continuously, and shall continue in full force and effect, until the termination of this Limited Guaranty.

Section 3.2 Amendment and Waiver. This Limited Guaranty may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest (including the Company) at the time of the amendment. The parties hereto may, to the extent permitted by applicable Law, (a) extend the time for the performance of any of the obligations or acts of the other parties, (b) waive any inaccuracies in the representations and warranties of the other parties set forth in this Limited Guaranty, or (c) subject to applicable Law, waive compliance with any of the agreements or conditions of the other parties contained herein. Any agreement on the part of a party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power.

Section 3.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by e-mail, upon written confirmation of receipt by e-mail or otherwise, (b) on the first (1st) Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

Notices to the Company:

Sharps Compliance Corp.
9220 Kirby Drive, Suite 500
Houston, Texas 77054
Attention: W. Patrick Mulloy
Email: pmulloy@sharpsinc.com

With copies (which shall not constitute notice) to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
Attention: Brandon Byrne
Email: brandon.byrne@nortonrosefulbright.com

Notices to Guarantors or Parent:

c/o Aurora Capital Partners Management VI L.P.
11611 San Vicente Blvd, Suite 800
Los Angeles, CA 90049
Attention: Robert K. West
E-mail: rkwest@auroracap.com

With copies (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP
2029 Century Park East, Suite 4000
Los Angeles, CA 90067
Attention: Ari B. Lanin; Daniela Stolman
E-mail: alanin@gibsondunn.com;
dstolman@gibsondunn.com

Section 3.4 Assignment; Successors. Neither this Limited Guaranty nor any of the rights, interests or obligations under this Limited Guaranty may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other parties (which consent shall not be unreasonably withheld, conditioned or delayed), and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Limited Guaranty will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 3.5 Severability. Whenever possible, each provision or portion of any provision of this Limited Guaranty shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Limited Guaranty is held to be invalid, illegal, or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Limited Guaranty shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision or portion of any provision had never been contained herein; provided, however, this Limited Guaranty may not be enforced without giving effect to the limitation of the amount payable hereunder to the Maximum Amount provided in Section 2.1(b) hereof.

Section 3.6 Interpretation. When a reference is made in this Limited Guaranty to a Section such reference shall be to a Section of this Limited Guaranty unless otherwise indicated. The headings contained in this Limited Guaranty are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Limited Guaranty. All words used in this Limited Guaranty will be construed to be of such gender or number as the circumstances require. The word "including" and words of similar import when used in this Limited Guaranty will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein," and "hereunder" and words of similar import when used in this Limited Guaranty shall refer to the Agreement as a whole and not to any particular provision in this Limited Guaranty. The term "or" is not exclusive. The word "will" shall be construed to have the same meaning and effect as the word "shall." References to days mean calendar days unless otherwise specified.

Section 3.7 Entire Agreement. This Limited Guaranty, together with the Merger Agreement, the Equity Financing Commitment, and the Confidentiality Agreement, constitute the entire agreement, and supersede all prior written agreements, arrangements, communications, and understandings and all prior and contemporaneous oral agreements, arrangements, communications, and understandings among the parties with respect to the subject matter hereof and thereof.

Section 3.8 Counterparts. This Limited Guaranty may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Section 3.9 Facsimile or .pdf Signature. This Limited Guaranty may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

Section 3.10 Governing Law. This Limited Guaranty and all disputes or controversies arising out of or relating to this Limited Guaranty or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

Section 3.11 Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Limited Guaranty brought by any party or its Affiliates against any other party or its Affiliates shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware. Each of the parties hereby irrevocably submits to the jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Limited Guaranty and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit, or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree, or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any action or proceeding arising out of or relating to this Limited Guaranty or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) and (c) that (i) the suit, action, or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action, or proceeding is improper or (iii) this Limited Guaranty, or the subject matter hereof, may not be enforced in or by such courts.

Section 3.12 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS LIMITED GUARANTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.13 Confidentiality. This Limited Guaranty shall be treated as confidential and is being provided to the Company solely in connection with the Merger Agreement. This Limited Guaranty may not be used, circulated, quoted, or otherwise referred to in any document (other than the Merger Agreement and the Equity Financing Commitment) except with the written consent of each Guarantor; provided, that (a) the Company may disclose this Limited Guaranty to its officers, directors, advisors, and other authorized representatives provided such Person is instructed to maintain the confidentiality of this letter agreement in accordance herewith, (b) the Guarantors may disclose this Limited Guaranty to each of its Affiliates and its and their respective officers, directors, advisors, and other authorized representatives, and also may disclose the amount of the Maximum Amount and its Pro Rata Portion of the Guaranteed Obligations to such Guarantor's and its Affiliates' existing and prospective stockholders, limited partners, and non-managing members on a confidential basis in accordance with such Guarantor's customary reporting practices, and (c) each party may disclose the existence and contents of this Limited Guaranty to the extent required by applicable Law, the applicable rules of any national securities exchange, in connection with any securities regulatory agency filings relating to the transactions contemplated by the Merger Agreement, or in connection with the enforcement of any rights hereunder. Notwithstanding anything to the contrary herein, and for the avoidance of doubt, the Company hereby agrees that any Guarantor may disclose the contents of this Limited Guaranty to a governmental or regulatory authority in the course of such authority's routine examinations or inspections of such Guarantor and/or its Affiliates which are not targeted at the Company.

Section 3.14 Relationship of the Parties. This Limited Guaranty is not intended to, and does not create, any agency, partnership, fiduciary, or joint venture relationship between any of the Parties hereto, and the obligations of the Guarantors under this Limited Guaranty are solely contractual in nature.

Section 3.15 No Third Party Beneficiaries. Nothing in this Limited Guaranty, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit, or remedy of any nature under or by reason of this Limited Guaranty; provided that the Non-Recourse Parties shall be express third party beneficiaries of the provisions set forth herein that are for the benefit of the Non-Recourse Parties, each of which shall survive the expiration or termination of this Limited Guaranty.

Signature page follows.

IN WITNESS WHEREOF, this Limited Guaranty has been entered into by the undersigned as of the date first above written.

GUARANTORS:

AURORA EQUITY PARTNERS VI L.P.,
a Delaware limited partnership

By: **AURORA CAPITAL PARTNERS VI L.P.**,
its General Partner

By: **AURORA FUND VI UGP LLC**,
its General Partner

By: /s/ Robert K. West
Name: Robert K. West
Title: Chief Financial Officer

AURORA EQUITY PARTNERS VI-A L.P.,
a Delaware limited partnership

By: **AURORA CAPITAL PARTNERS VI L.P.**,
its General Partner

By: **AURORA FUND VI UGP LLC**,
its General Partner

By: /s/ Robert K. West
Name: Robert K. West
Title: Chief Financial Officer

AURORA ASSOCIATES VI L.P.,
a Delaware limited partnership

By: **AURORA CAPITAL PARTNERS VI L.P.**,
its General Partner

By: **AURORA FUND VI UGP LLC**,
its General Partner

By: /s/ Robert K. West
Name: Robert K. West
Title: Chief Financial Officer

Address for Notices:

c/o Aurora Capital Partners Management VI L.P.
11611 San Vicente Blvd, Suite 800
Los Angeles, CA 90049
Attention: Robert K. West
Email: rkwest@auroracap.com

ACCEPTED BY:

THE COMPANY:

SHARPS COMPLIANCE CORP.,
a Delaware corporation

By: /s/ Pat Mulloy
Name: Pat Mulloy
Title: Chief Executive Officer & President

Exhibit (d)(9)

Aurora Capital Partners Management VI L.P.
11611 San Vicente Blvd, Suite 800
Los Angeles, California 90049

July 3, 2022

Sharps Compliance Corp.
9220 Kirby Dr., Suite 500
Houston, TX 77054

VIA EMAIL TRANSMISSION

Re: Amendment to the Original Exclusivity Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain letter agreement, dated as of June 18, 2022 (as amended, supplemented and modified from time to time, the "**Original Exclusivity Agreement**"), by and between Aurora Capital Partners Management VI L.P. and Sharps Compliance Corp.; capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Original Exclusivity Agreement. For valid consideration, the parties agree to amend the Original Exclusivity Agreement as follows:

1. The third paragraph of the Original Exclusivity Agreement is hereby deleted in its entirety and replaced with the following:

"This letter agreement will terminate on the earlier to occur of (a) 11:59 pm Pacific Time on July 10, 2022, and (b) the execution of a definitive merger agreement between Aurora (or its affiliate) and the Company with respect to the Transaction (such date, the "**Termination Date**"). Notwithstanding the foregoing, a termination of this letter agreement will not extinguish a party's liability for breaches of this letter agreement that occurred prior to the Termination Date."

Except as expressly modified hereby, the Original Exclusivity Agreement shall be and remain in full force and effect.

[*Signature Page Follows*]

If this letter sets forth the understanding and agreement of the parties, please so indicate by signing a copy of this letter and returning it to the attention of the undersigned.

Best regards,

Aurora Capital Partners Management VI L.P.

By: /s/ Andrew Wilson
Name: Andrew Wilson
Title: Partner

ACCEPTED AND AGREED:

Sharps Compliance Corp.

By: /s/ Sharon Gabrielson
Name: Sharon Gabrielson
Title: Chairman, Board of Directors

Exhibit 107

Calculation of Filing Fee Tables

SC TO-T

(Form Type)

Sharps Compliance Corp.

(Name of Subject Company – Issuer)

Raven Houston Merger Sub, Inc.

(Names of Filing Persons — Offeror)

Raven Buyer, Inc.

(Names of Filing Persons — Parent of Offeror)

Table 1: Transaction Valuation

	Transaction Valuation*	Fee Rate	Amount of Filing Fee**
Fees to Be Paid	$178,428,836.25	0.0000927	$16,540.35
Fees Previously Paid	$0.00		$16,540.35
Total Transaction Valuation	$178,428,836.25		
Total Fees Due for Filing			$16,540.35
Total Fees Previously Paid			$16,540.35
Total Fee Offsets			$0.00
Net Fee Due			$0.00

* The transaction valuation is estimated for purposes of calculating the amount of the filing fee only. The transaction valuation was estimated by multiplying (i) 20,391,867 Shares (which is based on the following information provided by Sharps Compliance Corp. ("Sharps") as of July 22, 2022: (1) 19,787,790 issued and outstanding shares of common stock of Sharps to be acquired by Raven Buyer, Inc., par value $0.01 per share (the "Shares"), including (A) 83,320 Shares issuable upon the settlement of unvested restricted stock awards that are granted to employees under the Sharps Compliance Corp. 2010 Stock Plan, and (B) 14,766 Shares issuable upon the settlement of unvested restricted stock awards that are granted to directors under the Sharps Compliance Corp. 2010 Stock Plan, *plus* (3) 604,077 Shares issuable upon exercise of stock options), by (ii) the net offer price of $8.75 per Share. The calculation of the transaction value is based on information provided by Sharps as of July 22, 2022.

** The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for fiscal year 2022 beginning on October 1, 2021, issued on August 23, 2021, by multiplying the transaction valuation by 0.0000927.