

AMENDED AND RESTATED BYLAWS
OF
SOUTHWEST PHARMACY SOLUTIONS, INC.

These Amended and Restated Bylaws are adopted by the directors of Southwest Pharmacy Solutions, Inc. (the "Corporation") as of March 23, 2023 (the "Effective Date") and replace and supersede the original Bylaws of the Corporation. The Corporation shall conduct its affairs and business under the laws of the State of Texas, upon and in accordance with the terms and conditions of its Articles of Incorporation, as amended, and these Amended and Restated Bylaws.

ARTICLE I. OFFICES

The registered and principal office of the Corporation shall be located at 802 North Carancahua Street, Suite 540, Corpus Christi, Texas, 78401, and the Corporation may have such other offices, in the State of Texas, as the Board of Directors of the Corporation (hereinafter referred to as the "Board") may determine or as the business of the Corporation may require.

ARTICLE II. SHAREHOLDERS

2.1 Annual Meetings. The annual meeting of the shareholders of the Corporation (the "Shareholders") shall be held each year at a date and time to be selected by the Board. At the meeting the Shareholders shall transact such business as may come before the meeting.

2.2 Special Meetings. Special meetings of the Shareholders, for any purpose or purposes unless otherwise prescribed by statute or by the Articles of Incorporation or by these Bylaws, may be called by the Board, the Chairman, the President, or not less than one-tenth (1/10) of all Shareholders of the Corporation entitled to vote at the meetings. Business transacted at a special meeting shall be confined solely to the purposes stated in the notice of the meeting.

2.3 Place of Meetings. Annual and special meetings shall be held at the time and place stated in the notice of the meeting or in a waiver of notice.

2.4 Notice of Meetings. Notice of a meeting of the Shareholders shall be given in the manner determined by the Board, and the notice shall state the date, time and location of the meeting. If the meeting is held solely or in part by using a conference telephone or other communications system, the notice shall state the form of communications system to be used for the meeting and means of accessing the communications system. If notice is mailed, then notice of the meeting is considered to be given on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the records of the Corporation. If notice is transmitted by facsimile or electronic message, then notice is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an

electronic message address provided by the Shareholder, or to which the Shareholder consents, for the purpose of receiving notice.

2.5 Waiver. Notice of a meeting is not required to be given to a Shareholder if the Shareholder entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. If a Shareholder entitled to notice of a meeting participates in or attends the meeting, the person's participation or attendance constitutes a waiver of notice of the meeting unless the Shareholder participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened. The business to be transacted at a meeting of the Board or Shareholders is not required to be specified in a written waiver of notice of the meeting. The participation or attendance at a meeting of a Shareholder entitled to notice of the meeting constitutes a waiver by the person of notice of a particular matter at the meeting that is not included in the purposes or business of the meeting described in the notice unless the person objects to considering the matter when it is presented. Notice of a meeting is not required to be given to a Shareholder if either of the following is mailed to the Shareholder at the Shareholder's address as it appears on records of the Corporation and is returned undeliverable: 1) notice of two consecutive annual meetings and notice of any meeting held during the period between two annual meetings; or 2) all, but in no event less than two, payments of distribution or interest on securities during a twelve month period if the payments are sent by first class mail. Notice of a meeting is not required to be given to a Shareholder if the Shareholder is considered a lost security holder. An action taken or a meeting held without giving notice to a Shareholder not entitled to notice has the same force and effect as if notice had been given to the Shareholder. A certificate or other document filed with the Board as a result of a meeting held or an action taken without giving notice of the meeting or action to a Shareholder not entitled to notice may state that notice of the meeting or action was given to each person entitled to notice. Notice of a meeting must be given to a Shareholder not entitled to notice of the meeting if the Shareholder delivers to the Corporation a written notice of the Shareholder's address.

2.6 Closing of Transfer Books or Fixing of Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or in order to make a determination of Shareholders for any other proper purpose, the Board may provide that the stock transfer books shall be closed for a stated period not to exceed fifty (50) days. If the stock transfer books shall be closed for the purpose of determining Shareholders entitled to notice of or to vote at a meeting of Shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board may fix in advance a date as the record date for any such determination of Shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of Shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, the date on which notice of the meeting is mailed shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

2.7 Voting Record. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before each meeting of Shareholders, a complete list of the Shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with the address of each. Such list shall be kept on file at the principal office of the Corporation for a period of ten (10) days prior to such meeting of Shareholders and shall be subject to inspection by any Shareholder making written request therefore at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the Shareholders entitled to examine such list or transfer books or to vote at any meeting of Shareholders. Failure to comply with the requirements of this Section shall not affect the validity of any action taken at such meeting.

2.8 Proxies. At all meetings of Shareholders, a Shareholder may vote in person or by proxy executed in writing by the Shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary-Treasurer of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

2.9 Quorum. Unless otherwise provided in the Articles of Incorporation, one-third (1/3) of the Shareholders entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders. If a quorum is not present at a meeting, a majority of the Shareholders so represented may adjourn the meeting from time to time without further notice, other than announcement at the meeting. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum.

2.10 Voting of Shares. Each Shareholder shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders regardless of the number of shares of common stock held by such Shareholder. At each election for directors every Shareholder entitled to vote at such election shall have the right to one vote, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote. If a quorum is present, the affirmative vote of the majority of the Shareholders represented at the meeting and entitled to vote on the subject matter shall be the act of the Shareholders, unless the vote of a greater number or voting by classes is required by the laws governing the State of Texas, the Texas Business Organizations Code, the Articles of Incorporation or these Bylaws. A holder of shares of the common stock of the Corporation together with all of such Shareholder's "affiliates" (as hereinafter defined) shall not, irrespective of the total number of shares of the common stock owned by such Shareholder and such affiliates, be entitled to more than one vote with respect to the election of directors and on all other propositions before any meeting of Shareholders. For purposes of these Bylaws, a person or entity is an "affiliate" of another person or entity if such person or entity directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such other person or entity.

2.11 Voting of Shares by Certain Holders. Neither treasury shares of its own stock held by the Corporation, nor shares held by another Corporation if a majority of the shares entitled to vote for the election of directors of such other Corporation is held by the Corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

2.12 Action by Shareholders Without a Meeting. Any action required or permitted to be taken at a meeting of the Shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof. The consent(s) may be in more than one counterpart so long as each Shareholder signs one of the counterparts. The signed consent or a signed copy shall be placed in the Minute Book of the Corporation.

ARTICLE III. BOARD

3.1 Management. All corporate powers shall be exercised by or under authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board.

3.2 Number; Qualifications; Election; Term.

The number of directors constituting the Board shall be not less than six (6) or more than fifteen (15), the exact number to be determined by the Board. The minimum and maximum number of directors may be increased or decreased from time to time in the manner provided by the Bylaws or the amendment thereof, but no decrease shall have the effect of shortening the term of any incumbent director. The Shareholders shall elect the directors by mail ballot, facsimile transmission, remote communication, electronic transmission such as electronic message or any other method so designated by the Board. Directors shall hold office for one (1), two (2), three (3) or four (4) years as fixed and determined by the Board. Unless otherwise specified by the Board, Board members shall hold office for a three (3) year term. Individuals seeking election to the Board must submit their name at least sixty (60) days prior to the date of the election. Sitting members of the Board are automatically deemed to nominate himself or herself to seek election for the seat which such director occupies unless such director informs the Board otherwise. If the number of qualified nominees for a board election exceeds the number of seats up for election, the election will be determined on an at-large basis with the top vote getters equal to the number of seats up for election being elected to the Board. A committee constituting all members of the Board not up for election, shall determine that the individual meets the requirements to serve as a member of the Board. If the individual seeking election or re-election as a director qualifies to serve on the Board and is unopposed, the election by ballot shall be dispensed with and the individual shall be elected a director by acclamation. The qualifications for a director to hold office shall be that at the time of election by the Shareholders, the individual seeking election as a director meets the following qualification requirements: (i) the individual is a Shareholder or is an owner of a Shareholder; (ii) such Shareholder has been an active Shareholder of the Corporation for the prior five (5) years; (iii) all of the pharmacy(ies) owned and operated by such Shareholder support the Corporation's named pharmaceutical and over the counter wholesaler preferred vendors during the entirety of the director's time in office by purchasing from one of the named pharmaceutical and over the counter wholesaler preferred vendors, such that the Shareholder's purchases from one of the named pharmaceutical and over the counter wholesaler preferred vendors are primary, with

primary defined as eighty-five percent (85%) or higher; (iv) the individual is a licensed pharmacist; (v) the individual participates in the daily operations of a retail pharmacy; (vi) the individual has attended, in person, at least two of the Corporation's most recent five annual shareholder meetings; (vii) the individual is committed to creating opportunities, promoting ownership, encouraging business development, improving political involvement and enhancing the image of the Corporation; and (viii) the individual does not have a personal or professional conflict of interest, as determined solely by the Board, that would interfere with the mission of the Corporation, including but not limited to serving as an employee, manager or director of a competing buying group or a pharmaceutical wholesaler.

The Board may, in its discretion, determine and require additional qualifications for a director to hold office, consistent with these Bylaws. The failure of a director to comply with these qualifications, as determined by a majority of the Board, shall be grounds for removal by the Board. The Board may, by decision of at least two-thirds (2/3) of its Directors, waive any requirement set forth herein upon such terms and conditions as set forth by the Board.

3.3 Changes in Number. The number of directors may be increased or decreased from time to time as determined by a majority of the Board, but no decrease shall have the effect of shortening the term of the incumbent directors. Any directorship to be filled by reason of an increase in the number of directors shall be filled by special election as prescribed by Article 3.2 of these Bylaws.

3.4 Removal. Any director may be removed, with or without cause, by the Shareholders pursuant to Section 21.409 of the Texas Business Organizations Code or, if the reason for removal is due to a failure to comply with the qualifications to serve as defined in Article 3.2 of these Bylaws by a majority vote of the Board.

3.5 Meetings. Meetings of the Board or committees thereof, regular or special, may be held either within or without the State of Texas. A regular meeting of the Board may be held without notice immediately after, and at the same place as, the annual meeting of Shareholders. Other regular meetings may be held upon such notice and at such time and place as shall be determined by the Board. Special meetings of the Board may be called by the Chairman, the President or by any two (2) directors on three (3) days written notice to each director, delivered personally or mailed to each director at his business address or by telegram. The Secretary-Treasurer, at the request in writing of the Chairman, the President or any two directors, shall send such written notice on his or their behalf. If mailed, such notice shall be deemed to be delivered (i) upon personal receipt by the addressee, (ii) if deposited and receipted by Federal Express, UPS or other reputable overnight delivery service for next business day delivery, upon the next business day following such receipt, or (iii) three (3) days after deposit in the United States mail, and in each case, addressed to the director at his address as it appears on the records of the Corporation, with postage thereon prepaid. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting.

3.6 Resignation. A director may resign at any time by providing written notice to the Corporation. The director's resignation takes effect on the date the notice is received by the Corporation. The director's resignation is irrevocable when it takes effect.

3.7 Leave of Absence. A director may request a leave of absence at any time by providing written notice to the Corporation. The director's leave of absence takes effect on the date the notice is received by the Corporation. A director on leave of absence may not attend regular or special meetings of the Board or vote on any business before the Board. A director on leave of absence shall not be included for purposes of determining a quorum of the Board.

3.8 Vacancies. Any vacancy occurring in the Board (by death, resignation, removal or otherwise) may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

3.9 Meeting by Telephone; Similar Meetings. Members of the Board or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

3.10 Quorum; Majority Vote. At meetings of the Board, a majority of the number of directors that are active directors and not on leave of absence from the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum present or the refusal of any director present to vote. If a quorum is not present at a meeting of the Board, the directors may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is present.

3.11 Acts of the Board. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

3.12 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary-Treasurer of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.13 Action Without a Meeting. Any action required or permitted to be taken by the Board or a committee thereof at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote of the directors or of the members of such committee. The consent may be in more than one counterpart so long as each director signs one of the counterparts.

3.14 Committees of Directors. The Board may designate committees composed of one or more of the directors serving on the Board. The Chairman of the Board shall appoint the directors to serve on the committee. Such committee or committees shall oversee various matters as defined and directed by the Board. The committee or committees shall have such name or names as determined by the Board. The Board shall regularly maintain standing committees of one or more directors to oversee matters of the Corporation's finances, personnel, shareholders, and professional affairs. Each committee shall report to the Board regularly as to its activities. Each such committee, to the extent provided by the Board, shall not have the authority of the Board or the authority to act on behalf of the Corporation. The committee shall present any matters requiring an act of the Board by a committee-recommended motion to the Board for deliberation and action by a quorum of the Board, meaning a majority of the number of directors that are active directors and not on leave of absence from the Board. Each committee shall keep regular minutes of its meetings and regularly provide the minutes to the Board's Secretary and the Corporation's General Counsel.

3.15 Compensation. The Board may direct that each director be paid his expenses, if any, of attendance at each meeting of the Board, and be paid a stated salary or a fixed sum for attendance at each meeting of the Board or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore. The Board may allow like compensation for members of special or standing committees for attending meetings.

3.16 Interested Director.

(A) Validity. If paragraph B of this Section 3.16 is satisfied, no contract or other transaction between the Corporation and any of its directors, officers or Shareholders, or any corporation or firm in which any of them are directly or indirectly interested, shall be invalid solely because of this relationship or because of the presence of the director, officer or Shareholders at the meeting authorizing the contract or transaction, or his participation or vote in the meeting or authorization.

(B) Disclosure; Approval; Fairness. Paragraph A of this Section shall apply only if:

(1) the material facts of the relationship or interest of each such director, officer or Shareholder are known or disclosed:

(a) to the Board and it nevertheless authorizes or ratifies the contract or transaction by a majority of the directors present, each such interested director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote; or

(b) to the Shareholders and they nevertheless authorize or ratify the contract or transaction by a majority of the shares present, each such interested person to be counted for quorum and voting purposes; and

(2) the contract or transaction is fair to the Corporation as of the time it is authorized or ratified by the Board or the Shareholders.

(C) Non-Exclusive. This provision shall not be construed to invalidate a contract or transaction that would be valid in the absence of this provision.

3.17 Other Business Opportunity. No Shareholder, director or officer shall be precluded or limited, in any respect, as to their rights to engage in businesses other than the business of the Corporation (an "Other Business Opportunity") provided the business of the Other Business Opportunity is not similar in scope and purpose to either (i) the then current operations of the Corporation, or (ii) operations of the Corporation which are in planning by the Corporation by its Board. No Shareholder, director or officer shall have any obligation to first present such Other Business Opportunity to the Corporation provided the business of the Other Business Opportunity is not similar in scope and purpose to either (i) the then current operations of the Corporation, or (ii) operations of the Corporation which are in planning by the Corporation by its Board. Should the Other Business Opportunity be disclosed to the Board by a Shareholder, director or officer due to its similarity in scope and purpose to either (i) the then current operations of the Corporation, or (ii) operations of the Corporation which are in planning by the Corporation or by its Board, then the approval of the Shareholder, director or officer's right to engage in the Other Business Opportunity shall be in the Board's sole and absolute discretion by an affirmative vote of two-thirds (2/3) of the members of the Board as constituted at such time.

3.18 Loans to Employees and Directors. The Corporation shall not lend money to or use its credit to assist its directors without authorization in the particular case by its Shareholders, but may lend money to and use its credit to assist any employee of the Corporation or of a subsidiary, including any such employee who is a director of the Corporation, if the Board decides that such loan or assistance may benefit the Corporation.

ARTICLE IV. WAIVER OF NOTICE

4.1 Method. Whenever by statute, the Articles of Incorporation, these Bylaws, or otherwise, notice is required to be given to any director, committee member or Shareholder and no provision is made as to how the notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given: (a) in writing, by mail, postage prepaid, addressed to such person entitled to notice at the address appearing on the books of the Corporation; or (b) facsimile transmission, remote communication, electronic message or any other method so designated by the Board and permitted by law. If mailed, such notice shall be deemed to be delivered (i) upon personal receipt by the addressee, (ii) if deposited and receipted by Federal Express, UPS or other reputable overnight delivery service for next business day delivery, upon the next business day following such receipt, or (iii) three (3) days after deposit in the United States mail, and in each case, addressed to Shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

4.2 Waiver. Whenever, by statute or the Articles of Incorporation or these Bylaws, notice is required to be given to a Shareholder, committee member, or director, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in

such notice, shall be equivalent to the giving of such notice. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

ARTICLE V. OFFICERS

5.1 Number and Terms. The officers of the Corporation shall be a Chairman of the Board, a President, a Vice Chairman, and a Secretary-Treasurer. The same person may hold any number of such offices. The Board may also select such additional officers and agents as it may deem advisable, and prescribe the duties and powers thereof. Each officer shall be elected to serve until the next regular meeting of the Board held immediately after adjournment of the next annual Shareholders meeting, or until his successor is duly elected and qualified.

5.2 Chairman. The Chairman of the Board shall be the chief executive officer of the Corporation and, when present, shall preside at all meetings of Shareholders and at all meetings of the Board. The Chairman of the Board shall have general supervision over the affairs of the Corporation, and such powers and duties commonly incident to such office or as may be designated by the Board.

5.3 Vice Chairman. The Vice Chairman shall perform the duties and have the powers of the Chairman during the absence or disability of the Chairman and shall have the powers and duties commonly incident to such office, or as may be designated by the Board.

5.4 Immediate Past Chairman. The Immediate Past Chairman shall serve as a member of the executive committee until such time a new Chairman is selected. At that time the exiting Chairman will take the position of Immediate Past Chairman.

5.5 President. The President shall be the chief operating officer of the Corporation and, when the Chairman and Vice Chairman of the Board are not present, shall preside at all meetings of Shareholders and at all meetings of the Board. The President shall have the day-to-day management over the affairs of the Corporation, and such powers and duties commonly incident to such office or as may be designated by the Board.

5.6 Secretary-Treasurer. The Secretary-Treasurer shall keep accurate minutes of all meetings of Shareholders and of all meetings of the Board, and shall have such powers and duties commonly incident to such office, or as may be designated by the Board. In addition, the Secretary-Treasurer shall have the care and custody of the money, funds, valuable papers and documents of the Corporation, other than his own bond, if any, which shall be in the custody of the President. The Secretary-Treasurer shall have such powers and duties commonly incident to such officer or as may be designated by the Board.

5.7 Removal. Any officer may be removed from office at any time by the Board. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election of an officer or agent shall not of itself nor shall anything in these Bylaws create contract rights.

5.8 Compensation. The compensation of the officers shall be fixed from time to time by the Board, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE VI. BUSINESS COUNCILS

6.1 Establishment. The Board may designate one or more business councils for the purpose of furthering the Corporation's business operations in Texas or a foreign state on behalf of the Corporation. Business councils may, but need not include directors, officers or both.

6.2 Advisory Capacity. Unless otherwise provided by the Board, business councils may not exercise any of the powers and authority of the Board and have no independent authority to act on the Corporation's behalf. The general purpose of any business council shall be to advise the Board regarding matters of the Corporation as requested by the Board.

6.3 Number; Term; Qualifications. The number of individuals serving each business council and the term of each individual serving on such business council shall be set by the Board. Each individual serving on a business council must meet the following requirements: (i) the individual is a shareholder; (ii) the individual is committed to creating opportunities, promoting ownership, encouraging business development, improving political involvement and enhancing the image of the independent pharmacy profession; and (iii) the individual does not have a personal or professional conflict of interest, as determined solely by the Board, that would interfere with the mission of the Corporation and the business council. The Board may, in its discretion, determine and require additional qualifications for a Shareholder to serve on a business council, consistent with these Bylaws.

6.4 Changes in Number; Removal; Termination. The number of individuals comprising a business council may be increased or decreased from time to time by the Board. Any individual may be removed from a business council, with or without cause, by the Board, and the Board may terminate any business council at any time.

6.5 Meetings. A majority of the individuals comprising any business council may fix the time and place of its meetings, unless the Board shall otherwise provide, and meetings of any business council may be held upon such notice, or without notice, as shall from time to time be determined by such business council. Each business council shall keep regular minutes of its meetings and report the same to the Board when required.

6.6 Quorum; Majority Vote; Acts of any Business Council. At all meetings of any business council, a majority of its members shall constitute a quorum for the transaction of business. Action taken by a vote of a majority of the individuals present at a meeting at which a quorum is present shall be the act of such business council.

6.7 Action Without a Meeting. Any action required or permitted to be taken by a business council may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by not less than a majority of the individuals of such business council. The consent may be in more than one counterpart so long as each individual signs one of the counterparts.

6.8 Name; Purpose; Operations Budget. The Board will establish the name, particular purpose(s) and the operations budget for each business council.

6.9 Business Council Bank Accounts. The Board may establish a separate bank account to fund the operations of any business council.

ARTICLE VII. CERTIFICATES REPRESENTING SHARES

7.1 Certificates Representing Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board. Such certificates shall be signed by the Chairman, Vice-Chairman, President, any Vice-President, or the Secretary-Treasurer, an Assistant Vice-President, or an Assistant Secretary-Treasurer, and sealed with the corporate seal or a facsimile thereof. The signature of any one of these officers upon a certificate may be a facsimile if another of such officers manually signs the certificate. The signatures of both of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation itself or one of its employees. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, the Corporation with the same effect may issue it as if he were such officer at the date of its issue. Each certificate for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number and class of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued there for upon such terms and indemnity to the Corporation as the Board may prescribe.

7.2 Legends on Certificates. The following shall be noted conspicuously on certificates representing shares of the Corporation issued after the Effective Date:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER, AND HAVE BEEN ISSUED IN RELIANCE UPON EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS. SUCH SHARES MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE FOREGOING LAWS. SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER OR ON REGISTRATION OF TRANSFER WHICH ARE IMPOSED BY THE BYLAWS OF THE CORPORATION, AS AMENDED. THE CORPORATION WILL FURNISH A COPY OF SUCH BYLAWS TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON

WRITTEN REQUEST TO THE CORPORATION AT ITS
PRINCIPAL PLACE OF BUSINESS OR REGISTERED OFFICE.

Any additional written restriction on the transfer of shares of the Corporation must also be noted conspicuously on the certificate representing such shares. In addition, if the Corporation is authorized to issue shares of more than one class, there shall be set forth upon the face or back of every certificate, or every certificate shall have a statement that the Corporation will furnish to any Shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued, and if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board to fix and determine the relative rights and preferences of subsequent series.

7.3 Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary-Treasurer of the Corporation, and on surrender of the certificate for such shares for cancellation. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

7.4 Issuance. Shares (both treasury and authorized but unissued) may be issued for such consideration (not less than par value) and to such persons as the Board may determine from time to time. Shares may not be issued until the full amount of the consideration, fixed as provided by law, has been paid.

7.5 Payment for Shares.

(A) Kind. The Board may authorize shares to be issued for consideration consisting of any tangible or intangible benefit to the Corporation, including cash, promissory note, services performed, contracts for services to be performed, a security of the Corporation or any other organization, and other property of any kind or nature.

(B) Valuation. In the absence of fraud in the transaction, the judgment of the Board as to the value of consideration received shall be conclusive.

(C) Effect. When consideration, fixed as provided by law, has been paid, the shares shall be deemed to have been issued and shall be considered fully paid and nonassessable.

7.6 Subscriptions. Unless otherwise provided in the subscription agreement, subscriptions for shares, whether made before or after organization of the Corporation, shall be paid in full at such time or in such installments and at such times as shall be determined by the Board. Any call made by the Board for payment on subscriptions shall be uniform as to all shares of the same series. In case of default in the payment on any installment or call when payment is due, the Corporation may proceed to collect the amount due in the same manner as any debt due to the Corporation.

7.7 Registered Owner. Prior to due presentment for registration of transfer of a certificate for shares, the Corporation may regard the person in whose name any shares issued by the Corporation or registered in the share transfer records of the Corporation at any particular time as the owner of those shares at that time for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, if any, entering into agreements with respect to those shares in accordance with the provisions of the Texas Business Organizations Code, or giving proxies with respect to those shares.

7.8 Lost, Stolen, Destroyed, or Mutilated Certificates. The Board may direct a new certificate to be issued in place of any certificate thereof issued by the Corporation alleged to have been lost or destroyed. When authorizing such issue of a new certificate, the Board, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

8.1 Indemnification in Actions Arising Out of Capacity as Officer, Director, Employee or Agent. THE CORPORATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED CLAIM, ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE, INCLUDING APPEALS (OTHER THAN AN ACTION BY OR IN THE RIGHT OF THE CORPORATION), BY REASON OF THE FACT THAT HE 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, PARTNER, EMPLOYEE OR AGENT OF ANOTHER CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST OR OTHER ENTERPRISE, AGAINST EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH CLAIM, ACTION, SUIT OR PROCEEDING IF HE ACTED IN GOOD FAITH AND IN A MANNER HE REASONABLY BELIEVED TO BE IN OR NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATION, AND, WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD NO REASONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY CLAIM, ACTION, SUIT OR PROCEEDING BY JUDGMENT, ORDER, SETTLEMENT, CONVICTION, OR UPON A PLEA OF NOLO CONTENDERE OR ITS EQUIVALENT, SHALL NOT, OF ITSELF, CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH AND IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN OR NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATION, AND WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS CONDUCT WAS UNLAWFUL.

8.2 Indemnification in Actions by or in Right of Corporation. THE CORPORATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED CLAIM, ACTION OR SUIT BY OR IN THE RIGHT OF THE CORPORATION TO PROCURE A JUDGMENT IN ITS FAVOR BY REASON OF THE FACT THAT HE 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, PARTNER, EMPLOYEE OR AGENT OF ANOTHER CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST OR OTHER ENTERPRISE AGAINST EXPENSES (INCLUDING ATTORNEYS' FEES) ACTUALLY AND REASONABLY INCURRED BY HIM IN CONNECTION WITH THE DEFENSE OR SETTLEMENT OF SUCH ACTION OR SUIT IF HE ACTED IN GOOD FAITH AND IN A MANNER HE REASONABLY BELIEVED TO BE IN OR NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATION AND EXCEPT THAT NO INDEMNIFICATION SHALL BE MADE IN RESPECT OF ANY CLAIM, ISSUE OR MATTER AS TO WHICH SUCH PERSON SHALL HAVE BEEN ADJUDGED TO BE LIABLE FOR NEGLIGENCE OR MISCONDUCT IN THE PERFORMANCE OF HIS DUTY TO THE CORPORATION UNLESS AND ONLY TO THE EXTENT THAT THE COURT IN WHICH SUCH ACTION OR SUIT WAS BROUGHT SHALL DETERMINE UPON APPLICATION THAT, DESPITE THE ADJUDICATION OF LIABILITY BUT IN VIEW OF ALL CIRCUMSTANCES OF THE CASE, SUCH PERSON IS FAIRLY AND REASONABLY ENTITLED TO INDEMNITY FOR SUCH EXPENSES WHICH SUCH COURT SHALL DEEM PROPER.

8.3 Indemnification When Successful on Merits or Otherwise. TO THE EXTENT THAT A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION HAS BEEN SUCCESSFUL ON THE MERITS OR OTHERWISE IN DEFENSE OF ANY ACTION, SUIT OR PROCEEDING REFERRED TO IN SECTIONS 8.1 AND 8.2 OF THIS ARTICLE VIII OR IN DEFENSE OF ANY CLAIM, ISSUE OR MATTER THEREIN, HE SHALL BE INDEMNIFIED AGAINST EXPENSES (INCLUDING ATTORNEYS' FEES) ACTUALLY AND REASONABLY INCURRED BY HIM IN CONNECTION THEREWITH, NOTWITHSTANDING THAT HE HAS NOT BEEN SUCCESSFUL ON ANY OTHER CLAIM, ISSUE OR MATTER IN ANY SUCH ACTION, SUIT OR PROCEEDING.

8.4 Determination of Meeting Applicable Standard. Any indemnification under Sections 8.1 and 8.2 of this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 8.1 and 8.2 of this Article VIII. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the Shareholders.

8.5 Payment of Expenses in Advance of Disposition of Action. Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such claim, action, suit or proceeding as

authorized in the manner provided in Section 8.4 of this Article VIII upon receipt of an undertaking by or on behalf of the director, officer, employee or agent repay such amount if and to the extent that it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

8.6 Non-exclusivity of Article. The indemnification authorized in and provided by this Article VIII shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of Articles of Incorporation, bylaw, agreement, vote of Shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

8.7 Insurance. The Corporation may 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, partner, employee or agent of another Corporation, partnership, joint venture, trust or otherwise enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation is required or permitted to indemnify him against such liability under the provisions of this Article VIII or any statute.

ARTICLE IX. GENERAL

9.1 Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board.

9.2 Dividends. No dividend, whether in cash, property, or other stock shall be paid, declared or set apart for payment on the common stock of the Corporation, in respect of any period during which any of such common stock is outstanding, except patronage dividends paid with respect to the common stock to the owners thereof in the manner provided in Article XI hereof.

9.3 Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

9.4 Right of Corporation to Acquire its Own Shares. The Corporation shall have the right to purchase, take, receive or otherwise acquire, hold, own, pledge and transfer or otherwise dispose of its own shares. Purchases by the Corporation of its own shares, whether direct or indirect, may be made to the extent of unreserved and unrestricted earned surplus of the Corporation available there for and, if permitted by the Articles of Incorporation of the Corporation (or, if not so permitted by the Articles of Incorporation of the Corporation, with the affirmative vote of the holders of two-thirds (2/3) of all shares entitled to vote thereon), to the extent of unreserved and unrestricted capital surplus of the Corporation available therefor.

9.5 Voting of Corporation's Securities. Unless otherwise ordered by the Board, the Chairman, Vice-Chairman, President or any Vice-President, or such other officer as may be designated by the Board to act in the absence of the Chairman, Vice Chairman, President or any Vice-President, shall have full power and authority on behalf of the Corporation to attend and to act and to vote and to

execute a proxy or proxies empowering others to attend and to act and to vote, at any meetings of shareholders of any other corporation in which the Corporation may hold securities, and at such meetings the President, or such other officer of the Corporation, or such proxy shall possess and may exercise any and all rights and powers incident to the ownership of such securities, and which as the owner thereof the Corporation might have possessed and exercised, if present. The Secretary-Treasurer or any Assistant Secretary-Treasurer may affix the corporate seal to any such proxy or proxies so executed by the president, or such other officer, and attest the same. The Board from time to time may confer like powers upon any other person or persons.

ARTICLE X. STOCK RESTRICTIONS AND REDEMPTION

10.1 Shareholder Restrictions. Ownership, equitable and legal title, of all classes of shares of the Corporation shall be owned solely by individuals or entities (including, without limitation, any entity organized or operating as a proprietorship, partnership, limited partnership, joint venture, limited liability company or corporation) engaged either directly or indirectly in the active operation of an independently owned or closed door pharmacy business. The above sentence notwithstanding, no person may own shares in the Corporation without the affirmative vote of at least two-thirds (2/3) of the Board, which such approval shall be in the Board's sole and absolute discretion. Continued ownership of shares of the Corporation shall be governed by and subject to the provisions of these Bylaws and rules or regulations as adopted by the Board from time to time.

10.2 Restrictions on Transfer of Shares. No Shareholder of the Corporation may sell, assign, pledge, dispose of, hypothecate or otherwise transfer any interest (whether by operation of law or otherwise, including without limitation, inter vivos gifts, gifts or requests by will or transfers by the laws of intestate succession) or encumber any interest that he or it may have in his shares, other than to or in favor of the Corporation, without the prior written approval of the Board. The Board is authorized to promulgate such rules as it may deem appropriate or desirable for enforcing the restrictions on transfer of shares as set forth in this Article X, establishing such policies, methods, and procedures for effecting and evidencing such transfers as are in accordance with the provisions hereof and as may to the Board seem necessary, reasonable or convenient.

10.3 Redemption. Shares of Class A Stock and Class B Stock shall be redeemed by the Corporation in accordance with the following provisions. In all events, redemptions contemplated by the Bylaws require the redemption of all classes of shares and the Shareholder's entire interest in and to all the shares. Upon the occurrence of a Redemption Event (defined below), a Shareholder with respect to whom the Redemption Event has occurred or his estate in the event of death (referred to at times in this Section as the "Selling Shareholder") shall sell and transfer to the Corporation, and the Corporation may, but is not obligated to purchase, all of his shares (including the community interest, if any, of the spouse of the Selling Shareholder in those shares) pursuant to the terms set forth herein. Upon the occurrence of any one of the following events ("Redemption Event"):

- A. A Shareholder ceases to operate, directly or indirectly, an independently owned or closed door pharmacy business, or such operations or business transacted with the Corporation are of a *de minimus* nature;

B. A Shareholder fails or refuses to transact business with the Corporation for a six (6) consecutive month period;

C. A Shareholder dies, becomes incapacitated, or declares bankruptcy, or is a party to a merger in which it is not the surviving entity, or is otherwise liquidated or dissolved. A Shareholder is deemed incapacitated if such member is unable to perform his duties for a period of sixty (60) consecutive days. In such event, the personal representative, guardian or other successor in interest of such Shareholder shall have the rights of a Shareholder for the sole and exclusive purpose of settling the estate of such Shareholder and may sell or transfer the shares of such Shareholder only pursuant to the provisions of this Article X;

D. The Board determines a Shareholder has failed or refused to comply with any standard or rule established by the Board, and as may be amended from time to time; or

E. A Shareholder makes written request (the "Redemption Request") on or before the annual meeting of the Board for the year in which such Shareholder desires to redeem his shares to the Board that the Corporation redeem such Shareholder's shares.

If a Redemption Event shall occur, the Board upon approval of such redemption shall issue a notice of redemption (the "Redemption Notice"). Such Redemption Notice shall be mailed, certified mail, return receipt requested, postage prepaid, addressed to the holder of record of the shares, or to such holder's personal representative, executors, administrators, successors, receivers or trustees, or other legal representatives, not later than thirty (30) days, and not earlier than sixty (60) days, before the date fixed for the redemption. Any Redemption Notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the holder of the common stock, or such holder's representatives or successors, received such notice; and failure to duly give such notice by mail, or any defect in such notice, to any holder of common stock shall not affect the validity of the proceedings of the redemption of other common stock.

If the Board denies a Redemption Request, the Redemption Notice shall so state together with a brief statement for the reason therefor. The Redemption Notice shall specify the number and class of shares of such holder to be redeemed, which, to the extent permitted by law, shall be all of such shares, and the Redemption Price (as hereinafter defined) at which the particular shares are to be redeemed.

On or after the Redemption Notice, the holder of record of the common stock, or such holder's representatives or successors, shall be entitled to receive the Redemption Price for such holder's common stock which is to be redeemed upon actual delivery of certificates for such common stock, duly endorsed in blank or accompanied by proper instruments of assignment and transfer thereof duly endorsed in blank. If a Redemption Notice has been given, then from and after such notice, all such common stock called for in the Redemption Notice which has not been surrendered shall no longer be deemed outstanding, and all other rights with respect to such stock shall cease and terminate, except only for the right of the holders thereof to receive the Redemption Price of such stock.

10.4 Prohibited Redemption. The above Sections of this Article X notwithstanding, the Board is prohibited from redeeming any Shareholder's shares if a redemption of shares would (i) impair or jeopardize the financial condition and future operations of the Corporation, as determined by the Board, or (ii) violate the Texas Business Organizations Code or any other applicable law; or (iii) violate the Articles of Incorporation or any provision of these Bylaws.

10.5 Redemption Price. The Redemption Price or any partial payment thereof, for Class A Stock and Class B Stock shall be purchased at the price and on terms set forth as follows:

A. **Class A Stock.** A Selling Shareholder's Class A Stock shall be purchased at the price the Selling Shareholder paid for the Class A Stock ("Class A Price"); provided however such Class A Price may be reduced by any amounts owed to the Corporation by the Selling Shareholder, if any. The amount of the Class A Price shall be paid by the Corporation to the Selling Shareholder no later than thirty (30) days after the redemption is approved by the Board.

B. **Class B Stock.** A Selling Shareholder's Class B Stock shall be purchased at the price equal to the Selling Shareholder's proportionate share of business transacted by such Selling Shareholder with the Corporation in the twelve (12) months immediately preceding the date of the Redemption Event multiplied by the factor which is equal to the Net Book Value of the Corporation (including all subsidiary or affiliate operations) as approved and adopted by the Board in the last preceding fiscal year of the year in which the Redemption Event occurred ("Class B Price"). Net Book Value shall be calculated using Generally Accepted Accounting Principles as may be adopted from time to time by the American Institute of Certified Public Accountants. In no event shall the Board approve the redemption of Class B Stock if the effect of such redemption would reduce the Net Book Value of the Corporation by more than five percent (5%) in the fiscal year of the redemption payment. At the Board's election, the Board may pay the entire, or any portion thereof, Class B Price in the form of an unsecured promissory note to be paid in annual installments for a term not to exceed five (5) years from the date the Board approved the redemption, and on such terms and conditions as further set by the Board. The Class B Price may be reduced by any amounts owed to the Corporation by the Selling Shareholder, if any.

10.6 Shareholder Compliance With Corporation's Rules and Standards. Shareholders and the pharmacy businesses in which they own an interest are entitled to purchase merchandise from and be serviced by the Corporation, subject to such reasonable rules and standards as may be determined from time to time by the Corporation with respect to its credit, pricing and service policies with respect to such Shareholders and their businesses. Except in circumstances described in subsections B., C. and E. of Section 10.3, a Shareholder shall have the rights to notice and hearing set forth in this Section 10.6. If the Board concludes there is reason to believe that any Shareholder at any time has failed, refused or ceased to meet or comply with such rules and standards, the Board shall cause to be sent to such Shareholder a notice in writing (i) advising that such Shareholder's meeting of or compliance with such rules and standards has been called into question and (ii) affording such Shareholder an opportunity to appear before the Board at a regular or special meeting thereof not earlier than seven (7) days from the date on which such notice shall

be sent to such Shareholder. At such meeting, the Shareholder shall have the right to defend his or its actions or position, and if appropriate, to suggest ways to deal with problems involved. Each Shareholder of the Corporation, by accepting shares of capital stock of this Corporation, agrees that such Shareholder shall make available for inspection by the Board and its agents all books and records of such Shareholder's pharmacy business which pertain in any manner to questions regarding such Shareholder's compliance with the Articles of Incorporation, Bylaws, rules and standards of the Corporation and that such Shareholder shall cooperate fully with the Corporation in any investigation regarding such Shareholder's compliance. Any Shareholder who fails to so make available records or to so cooperate shall be in material breach of such Shareholder's duties and obligations under the standards or rules of the Corporation, and all shares of the capital stock of the Corporation owned by such Shareholder shall, at the sole option of the Corporation, be subject to being redeemed as provided in this Article X by reason of such breach.

If the Board concludes that such Shareholder is not likely to be able or willing to meet or comply with the Corporation's rules and standards, the Board may then or at any time thereafter, without any further hearing or notice, and without explanation, redeem all of the shares (Class A and Class B) held by such Shareholder in accordance with the procedures of Section 10.3 of these Bylaws. The redemption of a Shareholder's shares shall result in such Shareholder's ineligibility (and such Shareholder's independently owned pharmacy business' ineligibility) to purchase from or be serviced by the Corporation.

Alternatively, if the Board concludes there is a probability that problems can be resolved in a reasonable manner without the necessity of redeeming such shares, the Board may specify particular interim rules designed to facilitate dealings between the Corporation and such Shareholder (and such Shareholder's independently owned pharmacy businesses) and to safeguard the interest of the Corporation during the period in which it seeks to bring such Shareholder into compliance with the rules and standards of the Corporation; provided, in the event such compliance is not achieved, in the opinion of the Board in its sole discretion, within a reasonable period of time or (if a period of time is specified by the Board) within the period of time specified, the Board may then or at any time thereafter without any further hearing or notice, and without explanation, redeem the common stock as provided herein, which shall result in such Shareholder's ineligibility (and such Shareholder's independently owned pharmacy business' ineligibility) to purchase from or be serviced by the Corporation. Nothing herein shall prevent the Corporation, if it so desires, from entering into agreements with Shareholders in an effort to resolve problems, but in the absence of such agreements, the procedure set forth above shall be determinative of the Shareholder's rights, and the actions of the Board in such regard shall be final and binding upon said Shareholder to the same extent as if the Board had been acting as an arbitrator under an agreement of arbitration.

ARTICLE XI. PATRONAGE DIVIDENDS

11.1 Payment of Patronage Dividends (also referred to as year end rebate). All net savings and overcharges effected by or resulting from the operations conducted and carried on by the Corporation in connection with the sale of merchandise to its Shareholders and affiliate members which remain after payment of all operating and administrative expenses of the Corporation allocable to such operations and all interest on its indebtedness allocable to such operations, and

after the Board has set aside such reasonable reserve as it shall determine from time to time to be appropriate for the purposes of insuring the safety and welfare of the Corporation and providing for the expectancy of any losses or contingencies, shall be distributed as a patronage dividend (also referred to as a year end rebate) either 1) based on a pro-rata patronage basis to such Shareholders in proportion to each Shareholder's or, where approved by the Board, affiliate member's purchases from the Corporation in relation to purchases by all Shareholders and affiliate members, or 2) based on criteria approved by the Board that relate to the Shareholder's or, where approved by the Board, affiliate member's patronage in regard to brand and/or generic purchases. The amount of said reasonable reserve shall be predetermined by the Board at a regular or special meeting thereof not later than the date preceding the beginning of the fiscal year of the Corporation in which the earnings of the Corporation accrued from which the patronage dividends are to be paid; provided, in the event the Board fails to predetermine such reserve prior to the first day of said fiscal year, the reserve applicable to said fiscal year shall automatically be deemed to be the amount determined by the Board as a reasonable reserve for the immediately preceding fiscal year of the Corporation. Said amount, once predetermined, shall not be adjusted or changed after the beginning of the fiscal year to which the reserve relates. No such distribution shall include any amount derived from earnings as a result of business done with non-Shareholders of the Corporation of gains or losses, as the case may be from the sale or disposition of capital assets of the Corporation. The distribution shall be made no later than eight and one-half (8½) months following the close of the fiscal year of the Corporation during which the patronage occurred with respect to which each such distribution is made. In no event shall less than twenty percent (20%) of the total patronage distributions made each year to each Shareholder be distributed in cash, The remaining portions shall be distributed in cash or in written notices of allocation (as defined in Section 1388 of the Internal Revenue Code of 1986, as amended) in whatever proportion shall be determined each year by the Board.

11.2 Consent of Shareholders. Each person who hereafter applies for and is accepted as a Shareholder of this Corporation, by such act alone, consents that the amount of any patronage dividend distributions with respect to the purchases made by such Shareholder from the Corporation, which is made in a written notice of allocation (as defined in Section 1388 of the Internal Revenue Code of 1986, as amended) and which are received by such Shareholder from the Corporation, will be taken into account by such Shareholder at the stated dollar amount of the written notice of allocation in the manner provided in Section 1385(a) of the Internal Revenue Code of 1986, as amended, in the taxable year in which such written notice of allocation is received by said Shareholder.

11.3 Indebtedness of Shareholder. Each Shareholder by his act of becoming a Shareholder, shall also be deemed thereby to have authorized and directed that, prior to the distribution to such Shareholder of any patronage dividend earned by such Shareholder in any year which exceeds the twenty percent (20%) minimum portion thereof required to be distributed in cash, there may be deducted therefrom any indebtedness owed at such time to the Corporation by the Shareholder. The Shareholder shall also be deemed to have granted to the Corporation a first lien upon any written notice of allocation held by such Shareholder at any time to secure the payment to the Corporation of any indebtedness owing at any time to the Corporation by such Shareholder and, accordingly, the Corporation shall have the right, at its sole discretion, at any time to apply any such written notice of allocation held at any time by any Shareholder, against the amount of any

indebtedness owing at any time to the Corporation by such Shareholder. The lien so created in favor of the Corporation shall be conspicuously noted or stated upon any document issued by the Corporation to such Shareholder as a written notice of allocation.

ARTICLE XII. AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board or by the Shareholders at any regular or special meeting thereof; provided, however, that the Board may not alter, amend or repeal any bylaw establishing what constitutes a quorum at Shareholders' meetings; provided, further, that the provisions of Article X of these Bylaws may only be amended or repealed, and any provision inconsistent therewith may only be adopted, by the affirmative vote of the holders of at least seventy-five percent (75 %) of the issued and outstanding Class A Stock.

ARTICLE XII. AFFILIATE ENTITIES; AFFILIATE MEMBERS.

The Corporation shall have the ability to enter into agreements with other entities and/or individuals that engage in substantially similar business operations to the Corporation for the purposes of designating affiliate entities and/or affiliate members of the Corporation. The designation of affiliate entities and/or affiliate members shall be solely for the purposes of the affiliate entities and/or affiliate members to access the services and/or benefits offered by APRx, including but not limited to APRx's wholesaler and vendor relationship(s), for the benefit of the Corporation and its Shareholders. The affiliate entities and/or affiliate members shall not have any of the rights of Shareholders as they pertain to meetings, voting, actions, and other rights afforded to the Shareholders via the Corporation's Articles of Incorporation, Bylaws, or Subscription / Member Agreement. Affiliate entities and/or affiliate members shall not be eligible to receive patronage dividends (also referred to as year end rebates) as defined in Article XI except as approved by the Board.