

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
ALTO PHARMACY, LONG ISLAND, LLC**

This Second Amended and Restated Operating Agreement (this “Agreement”) of **Alto Pharmacy, Long Island, LLC** (the “Company”), dated as of **November 24, 2024** (as amended and/or restated from time to time, this “Agreement”), is adopted effective as of the date set forth above (the “Effective Date”) by **Alto Pharmacy Investments, LLC**, a Delaware limited liability company, as the sole member (in such capacity, the “Member”) of the Company. This Agreement amends and restates in its entirety the Amended and Restated Operating Agreement of the Company dated as of March 4, 2022.

1. Formation. Articles of Organization for the Company were filed with the New York State Department of State on March 19, 2019 (as amended from time to time, the “Articles”) under the Company’s previous name, Variety Pharmacy, LLC.

2. Name. The name of the limited liability company is “**Alto Pharmacy, Long Island, LLC**”

3. Certificates. The Member, any Officer (as defined below), or any other authorized person of the Company shall be an authorized person, within the meaning of the New York Limited Liability Company Law (the “NY LLCL”), and is hereby authorized to execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the NY LLCL to be filed with the New York State Department of State. The Member or any Officer shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

4. Purpose. The purpose of the Company is to engage in any lawful act, activity and business for which limited liability companies may be organized under the NY LLCL. The Company shall have the power and authority to do any and all acts necessary or convenient to or in furtherance of said purposes, including all power and authority, statutory or otherwise, possessed by, or which may be conferred upon, limited liability companies under the laws of the State of New York.

5. Principal Business Office. The principal business office of the Company shall be located at 645 Harrison Street, Suite 200, San Francisco, CA 94107, or such other location as may hereafter be determined by the Member.

6. Registered Office. The post office address to which the Secretary of State of the State of New York (“SOS”) shall mail a copy of any process against the Company served upon the SOS shall be that address reflected in the Articles, or such other post office address within or without New York as the Member may from time to time designate. In the event such address shall change, the Member shall promptly file with the DOS any certificates or statements as required by law.

7. Registered Agent. The registered agent of the Company for service of process in the State of New York and the registered office of the Company in the State of New York shall be that person or entity and location reflected in the Articles, if any, or such other agent as the Member may from time to time designate as provided by the NY LLCL. In the event the registered agent ceases to act as such for any reason and the Member does not designate a replacement agent or the registered agent or office shall change, the Member shall promptly file any certificates and statements with the DOS as required by law.

8. Member.

(a) Member. The Member owns 100% of the membership interests in the Company.

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company shall not issue any certificates to evidence ownership of the membership interests.

9. Management

(a) Powers. The Company shall be member-managed. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the NY LLCL, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

(b) Officers. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed or such authority is revoked by the Member. An Officer may be removed with or without cause by the Member. Any action taken by an Officer pursuant to authority delegated to such Officer by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such officer and the authority delegated to such officer.

(c) Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

10. Capital Contributions. The Member has contributed such capital to the Company as set forth in the books and records of the Company.

11. Additional Contributions. The Member is not required to make any additional contribution to the capital of the Company. However, the Member may, at any time and in its sole discretion, make additional contributions to the capital of the Company.

12. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the NY LLCL or other applicable law.

14. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 15.

15. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 701 of the NY LLCL, unless the Company's existence is continued pursuant to the NY LLCL.

(b) The bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution.

(c) Upon dissolution of the Company, the Company shall, unless restricted by Section 703 of the NY LLCL, immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(d) In the event of dissolution, the Company shall, unless restricted by Section 703 of the NY LLCL, conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

(e) Upon the completion of the winding up of the Company, the Member shall file a articles of dissolution in accordance with the NY LLCL.

16. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member transfers any of its interest in the Company pursuant to this Section 16, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers

all of its interest in the Company, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

17. Resignation. The Member may at any time resign from the Company.

18. Liabilities. Except as otherwise provided by the NY LLCL, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and Officers shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or officer of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the NY LLCL or this Agreement shall not be grounds for imposing personal liability on a Member or any of the Officers for liabilities of the Company.

19. Indemnification. Neither the Member, any Officer of the Company nor any other authorized representative of the Company (each an "Indemnified Party") shall be liable to the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement or for any error of judgment or any mistake of fact or law or for anything that such Indemnified Party may do or refrain from doing hereafter, except in the case of fraud, willful misconduct or gross negligence in performing or failing to perform such Indemnified Party's duties hereunder. To the maximum extent permitted by law, the Company shall indemnify, defend, protect and hold each Indemnified Party wholly harmless from and against any and all loss, claim, expense or damage suffered or incurred by such Indemnified Party by reason of anything which such Indemnified Party may do or refrain from doing hereafter for or on behalf of the Company and in furtherance of its interest; provided, however, (i) no Indemnified Party shall be indemnified, defended, protected and/or held harmless from any loss, cost, expense or damage which such Indemnified Party may suffer as a result of such Indemnified Party's fraud, willful misconduct or gross negligence in performing or in failing to perform such Indemnified Party's duties hereunder, and (ii) any such indemnity shall be recoverable only from the assets of the Company and neither the Member nor any Officer shall have any personal liability therefor.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws.

21. Severability of Provision. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

23. Sole Benefit of Member. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any

benefit upon any creditor of the Member or of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall not have any duty or obligation to any creditor of the Company or of the Member to make any contributions or payments to the Company.

24. Pledgee's Rights; Units to be General Intangibles.

(a) Notwithstanding anything contained herein to the contrary, the Member shall be permitted to transfer, assign, pledge, hypothecate or encumber (each, a "Pledge") any or all of its equity interests in the Company, including, without limitation, all economic rights and privileges, all control and voting rights, authority, and powers, and all status rights as a Member (including, without limitation, the right to take any actions permitted to be taken by the Member under this Agreement, the NY LLCL or any other applicable laws), to any lender to such Member or any lender to any affiliate of such Member (each, a "Lender"), or to any agent acting on such lender's behalf (each, an "Agent" and, together with each Lender, each a "Secured Party"), and any transfer of such equity interests pursuant to any such Secured Party's exercise of remedies in connection with any such Pledge shall be permitted under this Agreement with no further action or approval required hereunder.

(b) Notwithstanding anything contained herein to the contrary:

(i) subject to the terms of the financing giving rise to any Pledge of such equity interests, the Secured Party shall have the right, to the extent set forth in the applicable agreement governing such Pledge, and without further approval of any Member and without becoming a Member (unless such Secured Party expressly elects in writing to become a Member), to exercise the membership voting rights of such Member granting such Pledge;

(ii) without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a Pledge, to the extent set forth in the applicable agreement governing such Pledge, (x) the Secured Party or transferee of such Secured Party, as the case may be, shall, if it so elects, immediately and automatically upon the making of such election become the Member under this Agreement and shall succeed to all of the rights and powers, including the voting rights and the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of the Member under this Agreement without taking any further action on the part of such Secured Party or transferee, as the case may be, and (y) following such exercise of remedies, the Member that entered into such Pledge shall immediately and automatically cease to be a Member and shall have no further rights or powers under this Agreement;

(iii) no legal opinion shall be required in connection with any Pledge, any transfer of such equity interests pursuant to any such Secured Party's exercise of remedies, or any other exercise of rights or remedies by any Secured Party; and

(iv) any transfer of such equity interests pursuant to any such Secured Party's exercise of remedies whether such transfer is to such Secured Party or to any other person shall not constitute a "change of control" (or other similar concept) under any employment agreement (or other similar agreement) between the Company and any of its officers, directors, employees, advisors, or agents.

(c) The execution and delivery of this Agreement by the Member shall constitute any necessary approval of such Member under the NY LLCL to the foregoing provisions of this Section

24. In addition, so long as any Pledge is in effect, the Company shall not have the power to divide.

(d) So long as any Pledge is in effect, (i) the Company shall not elect that its equity interests become governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction without the prior written consent of all assignees or pledgees of such equity interests and (ii) the Company shall not issue certificates representing any equity interests of the Company.

(e) The Company shall not dissolve upon the dissolution, bankruptcy, or insolvency of the Member or upon the occurrence of any event listed in Section 701 of the NY LLCL and the Member shall not cease to be a Member due to the bankruptcy or insolvency of such Member or due to the occurrence of any other event listed in Section 701 of the NY LLCL.

(f) This Section 24 may not be amended or modified so long as any of the Company's equity interests are subject to a Pledge, without the Secured Party's (or the transferee of such Secured Party's) prior written consent. Each recipient of a Pledge shall be a third party beneficiary of the provisions of this Section 24.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

**MEMBER:**

ALTO PHARMACY INVESTMENTS, LLC  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Alicia Boler Davis  
Title: Chief Executive Officer and President