
OPERATING AGREEMENT of VOC Diagnostics, LLC

This Operating Agreement ("Agreement") is entered into on September 27, 2012, by VOC Diagnostics, LLC ("VOC Diagnostics" or "Company"), Douglass B. Donaldson, Nick Muscato, Justus Zils, James Edington and any Additional or Substitute Members admitted to this Company.

ARTICLE I

FORMATION; PURPOSES; DEFINITIONS

Section 1.1. Formation of Company. James D. Edington and Douglass B. Donaldson acted as organizers to form a limited liability company under the laws of the Commonwealth of Kentucky by filing Articles of Organization ("Articles") for VOC Diagnostics pursuant to the Kentucky Limited Liability Company Act ("Act"). This Agreement is subject to and governed by the Articles and the Act. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Act or provisions of the Articles, such provisions of the Act or the Articles, as the case may be, shall be controlling. The Company shall pay all expenses incurred in connection with its organization.

Section 1.2. Purposes. VOC Diagnostics' purposes are (i) to design and market microfabricated preconceptors and methods of using the same and (ii) to do all things necessary or convenient to transact its business and affairs. Except as provided otherwise in an employment or other separate agreement between the Company and any Member (i) the Company's purposes shall not limit or circumscribe the other business or affairs of any of its Members, (ii) the Members may have substantial business and affairs that do not involve the Company, and (iii) each Member is free to conduct his own business and affairs in its discretion.

Section 1.3. Defined Terms. The terms used in this Agreement with their initial letters capitalized shall, unless the context otherwise requires or unless otherwise expressly provided herein, have the meanings specified in this Section 1.3 or elsewhere in this Agreement. When used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Act" means the Kentucky Limited Liability Company Act, Kentucky Revised Statutes Chapter 275, as amended from time to time.

(b) "Additional Member" means any person admitted as a Member pursuant to Section 2.6 of this Agreement.

(c) "Affiliate" means any person who, directly or indirectly, controls, is controlled by, or is under common control with, a Member. The term "control" means, with respect to a limited liability company or corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the controlled company or corporation, and, with respect to any other Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs of policies of such Person.

(d) "Agreement" means this Operating Agreement, as originally executed and as amended from time to time.

(e) "Available Cash" of the Company means all cash funds of the Company on hand from time to time (other than cash funds obtained as Capital Contributions by the Members and cash funds obtained as loans to the Company) after (i) payment of all operating expenses of the Company as of such time, (ii) provision for payment of all outstanding and unpaid current obligations of the Company as of such time, and (iii) provision for a working capital reserve in accordance with this Agreement.

(f) "Capital Account" means the individual accounts established and maintained pursuant to Section 2.2 of this Agreement.

(g) "Capital Contribution" means the total value of cash and agreed fair market value of property contributed and agreed to be contributed to the Company by each Member, as shown in Exhibit A, as the same may be amended from time to time. Any reference in this Agreement to the Capital Contribution of a then Member shall include a Capital Contribution previously made by any prior Member for the Interest of such then Member, reduced by any distribution to such Member in return of its Capital Contribution.

(h) "Code" means the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.

(i) "Company" means VOC Diagnostics, LLC.

(j) "Interest" means the entire ownership interest of a Member in the Company at any particular time, including but not limited to the Member's rights in its Capital Account, to allocations of net profits, net losses and capital gains, to distributions of Available Cash and net assets, to participate in the management and affairs of the Company, to vote on, consent to or otherwise participate in any decision or action of the Members, and any other benefits to which a Member may be entitled under this Agreement or the Act.

(k) "Members" means the members of the Company, including the Initial Members and any Additional or Substitute members that may be admitted to the Company in accordance with the terms of this Agreement.

(l) "Percentage Interest" of a Member means the percentage interest of such Member determined in accordance with Section 2.3 of this Agreement, as adjusted from time to time.

(m) "Person" means any natural person, association, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, joint stock association, joint venture, firm, trust, business trust, cooperative or other entity, domestic or foreign.

(n) "Substitute Member" means any Person admitted as a Member of the Company pursuant to Section 6.6 of this Agreement.

ARTICLE II

MEMBERS AND MEMBERSHIP INTERESTS

Section 2.1. Names, Addresses and Capital Contributions of Members. The initial Members, their addresses, Capital Contributions to the Company, and Percentage Interest in the Company are set forth on Exhibit A attached hereto. Exhibit A shall be updated and amended from time to time as Additional or Substitute Members are admitted to the Company or other information thereon changes. A Member need not be an individual, a resident of Kentucky, or a citizen of the United States.

Section 2.2. Capital Contributions and Capital Accounts.

(a) The Members shall make Capital Contributions in the form and amount set forth opposite its name on Exhibit A. Additional Capital Contributions to the Company may be made only upon the consent of Members holding at least a majority of the Percentage Interests. No Member shall be required to make any Capital Contributions to the Company other than the Capital Contributions required to be made by such Member under this Section 2.2(a). No interest shall be paid on any Capital Contribution.

(b) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional or Substitute Member who shall hereafter receive an Interest in the Company. The Capital Account of each Member shall consist of (i) the amount of cash such Member has contributed to the Company, plus (ii) the agreed fair market value of any property such Member has contributed to the Company, net of any liabilities assumed by the Company or to which such property is subject, plus (iii) the amount of profits or income (including tax-exempt income) allocated to such Member, less (iv) the amount of losses and deductions allocated to such Member, less (v) the amount of all cash

distributed to such Member, less (vi) the fair market value of any property distributed to such Member, net of any liability assumed by such Member or to which such property is subject, less (vii) such Member's share of any other expenditures which are not deductible by the Company for federal income tax purposes or which are not allowable as additions to the basis of Company property, and (viii) subject to such other adjustments as may be required under the Code. The Capital Account of a Member shall not be affected by any adjustments to basis made pursuant to Section 743 of the Code but shall be adjusted with respect to adjustments to basis made pursuant to Section 734 of the Code. The manner in which the Capital Accounts are to be maintained pursuant to this Section is intended to comply with Code Section 704(b) and the Treasury Regulations promulgated thereunder.

(c) No Member shall have the right to withdraw such Member's Capital Contribution or to demand and receive property of the Company or any distribution in return for his or her Capital Contribution, except as may be specifically provided in this Agreement or required by law or as may be approved by Members holding at least a majority of the Percentage Interests. No Member shall receive out of Company property any part of such Member's Capital Contribution until (i) all liabilities of the Company, except liabilities to Members on account of their Capital Accounts, have been paid or there remains property of the Company sufficient to pay such liabilities, and (ii) the approval of Members holding at least a majority of the Percentage Interests is obtained, unless the return of the Capital Contribution may be otherwise rightfully demanded under this Agreement or the Act.

(d) No Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

Section 2.3. Percentage Interest. Each Member's Percentage Interest shall equal the percentage that the total of such member's Capital Contributions bears to the total Capital Contributions of all Members. The Members' respective Percentage Interests shall be adjusted and Exhibit A hereto amended each time additional Capital Contributions, or withdrawals or returns of Capital Contributions, are made.

Section 2.4. Member Loans or Services. Except as specifically provided for herein, loans or services by any Member to the Company shall not be considered Capital Contributions to the Company. Loans to the Company may be made only upon the consent of Members holding at least a majority of the Percentage Interests. Loans made by Members to the Company shall receive interest at an annual percentage rate of 6% plus the Wall Street Journal Prime Rate.

Section 2.5. Certificates for Membership Interests. The Members' Interests in the Company may be represented by "Certificates of Membership." The exact contents of Certificates of Membership shall be determined by the Members.

Section 2.6. Admission of Additional Members. The Members may admit to the Company from time to time Additional Members for such Capital Contributions and on such

other terms as may be approved by a unanimous Member vote. Additional Members shall be allocated gain, loss, income or expense by such method as may be specified in this Agreement, and if no method is specified herein, then as may be permitted by Section 706(d) of the Code.

Section 2.7. Limitation on Liability. No Member, employee or agent of the Company shall be personally liable by reason of being a Member, employee or agent of the Company under a judgment, decree or order of a court, agency or tribunal of any type, or in any other manner, or on any other basis, for a debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, except as specifically set forth in the Act. The status of a Person as a Member, employee or agent of the Company shall not subject the person to personal liability for the acts or omissions, including without limitation any negligence, wrongful act or actionable misconduct, of any other Member, employee or agent of the Company. No Member shall be required to loan any funds to the Company. Except as otherwise set forth in this Agreement, no Member shall be required to make any Capital Contribution to the Company by reason of any negative balance in such Member's Capital Account, nor shall any negative balance in a Member's Capital Account create any liability on the part of the Member to any third party.

Section 2.8. Indemnification.

(a) To the greatest extent allowed by the laws of the Commonwealth of Kentucky, the Company shall indemnify any Member made a party to any proceeding because such Member is or was a Member against all liability incurred by such Member in connection with any proceeding and pay for or reimburse the reasonable expenses incurred by a Member in connection with any such proceeding in advance of final disposition thereof, except the Company shall not indemnify any Member against any liabilities or expenses for: (i) acts or omissions not in good faith or which involve intentional misconduct or are known to the Member to be a violation of law, (ii) any transaction from which the Member derived an improper personal benefit, or (iii) a proceeding by or in the right of the Company in which the Member is adjudged liable to the Company. The indemnification and advancement of expenses provided for under this Section 2.8 shall be applicable to any proceeding arising from acts or omissions occurring before or after the date of this Agreement.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was an employee or agent of the Company to the same extent as if such Person was a Member.

(c) Indemnification shall also be provided for a Member's conduct with respect to an employee benefit plan if the Member reasonably believed its conduct to be in the interests of the participants in and beneficiaries of the plan.

(d) Nothing contained in this Section 2.8 shall limit or preclude, or be deemed exclusive of any right under applicable law or contract relating to, indemnification for or advancement of expenses to any Person who is or was a Member of the Company or who is

or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another Person, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Section 2.8 shall limit the ability of the Company to otherwise indemnify or advance expenses to any Person.

(e) For purposes of this Section 2.8:

(i) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Section 2.8, applicable law or otherwise.

(ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(iii) The term "party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(iv) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(f) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Section 2.8 , or both, against any liability asserted against or incurred by such Person in any capacity or arising out of such Person's service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

ARTICLE III

MANAGEMENT AND CONTROL OF BUSINESS

Section 3.1. Management Vested in Members.

(a) Management of the Company shall be vested in the Members, who shall have the authority to direct, manage and control the business and affairs of the Company in accordance with the terms of this Agreement and the Act.

(b) The vote, consent or approval of Members holding at least a majority of the Percentage Interests shall constitute the action of the Members with respect to any matter connected with the business and affairs of the Company or required or permitted to be submitted to the Members for action, unless a higher percentage or unanimous action, vote, consent or approval is expressly required by this Agreement or the Act. Two Members, when acting in accordance with the action, vote, consent or approval of the Members, must execute any document or take any action on behalf of the Company and such execution or action shall be binding upon the Company. No one Member may bind the Company.

Section 3.2. Meetings of Members.

(a) Meetings of Members may be called by any Member for the purpose of considering or acting upon any matter connected to the business and affairs of the Company or requiring or permitting the action, vote, consent or approval of Members as described in this Agreement or the Act. Meetings shall be held at the principal office of the Company, unless otherwise agreed by Members holding at least a majority of the Percentage Interests.

(b) The Company shall deliver or mail written notice stating the date, time, and place of any meeting of Members and a description of the purposes for which the meeting is called to each Member of record entitled to vote at the meeting. The notice shall be delivered or mailed to the Members at their addresses as they appear in the records of the Company, such notice to be delivered or mailed at least five (5), but not more than thirty (30), days before the date and time of the meeting. A Member may waive notice of any meeting, before or after the date of the meeting, by delivering a signed waiver to the Company for inclusion in the minute book of the Company. A Member's attendance at any meeting, in person or by proxy (i) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within any purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

(c) The record date for the purpose of determining the Members entitled to notice of a Members' meeting, for demanding a meeting, for voting, or for taking any other action shall be the fifth (5th) day prior to the date of the meeting or other action.

(d) A Member may appoint a proxy to vote or otherwise act for the Member pursuant to a written appointment form executed by the Member or the Member's duly authorized attorney-in-fact. An appointment of a proxy is effective when received by the Company. A proxy appointment shall be valid for eleven months unless otherwise expressly stated in the appointment form.

(e) At any meeting of Members, each Member entitled to vote shall have the number of votes equal to such Members' Percentage Interest as set forth on Exhibit A hereto, as amended from time to time. At any meeting of Members, the presence in person or by proxy of Members entitled to cast at least a majority of the total votes entitled to be cast at such meeting shall constitute a quorum for the transaction of business. Action on a matter is approved at a meeting if the matter receives the affirmative vote of at least a majority of the total number of votes entitled to be cast by all Members entitled to vote at such meeting or such greater number as may be required by law, the Articles of Organization or this Agreement. Upon the occurrence of a "Cessation Event" or proposed "transfer" as described in Article VI, a "Former Member" (as defined in Article VI), or such Former Member's representatives, shall not be entitled to vote or participate in determining whether the Company shall be dissolved or purchase the interest of such Former Member and such Former Member's Percentage Interest shall be disregarded for quorum and minimum vote purposes. Any assignee of a Member's Interest in the Company shall not be entitled to vote or participate on any matters at any meeting unless such assignee becomes a Substitute Member prior to the meeting.

(f) Any action required or permitted to be taken at a meeting by the Members under this Agreement or the Act may be taken without a meeting if the action is taken by the Members entitled to vote on the action holding Percentage Interest sufficient to approve or authorize the action. The action must be evidenced by one or more written consents describing the action to be taken, signed by the Members taking the action, and delivered to the Company for inclusion in its minute book. A copy of the consent shall also be delivered to any Member who did not sign the consent. The record date for determining Members entitled to take action without a meeting is the first date a Member signs the consent to such action.

(g) Any or all Members may participate in any Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

(h) At any Members' meeting the Members shall appoint a person to preside at the meeting and a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute books of the Company.

Section 3.3. Assignment of Management Responsibilities.

(a) The Members may assign or delegate certain day-to-day and operational duties and responsibilities to one or more Members. Such management responsibilities shall not be assigned or altered except by action of the Members holding a majority of the Percentage Interest. Members providing management services to the Company may receive

such compensation as shall be determined by action of Members holding a majority of the Percentage Interest.

(b) Douglass Bayard Donaldson is hereby designated as the "Managing Member". The Managing Member shall have responsibility for managing and conducting the day-to-day business and affairs of the Company, executing and delivering agreements, contracts and other documents for and on behalf of the Company, and performing such other duties as may be assigned or delegated by the Members from time to time. The Managing Member shall serve until his resignation or his removal or replacement by action of Members holding at least a majority of the Percentage Interests.

Section 3.4. Members' Management Conduct. A Member shall not be liable, responsible or accountable in damages or otherwise to the Company or the other Members for any act or failure to act on behalf of the Company, unless the act or omission constitutes wanton or reckless misconduct.

Section 3.5. Reimbursement of Expenses. Any Member shall be entitled to reimbursement from the Company for all expenses reasonably incurred and paid by such Member on behalf of the Company.

ARTICLE IV

ACCOUNTING AND RECORDS

Section 4.1. Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the Company for federal income tax purposes. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 4.2. Access to Accounting Records. In accordance with the Act, the books and records of the Company shall be maintained at any office of the Company, and each Member, and such Member's duly authorized representative, shall have access to them at such office and the right to inspect and copy them at reasonable times.

Section 4.3. Annual and Tax Information. The Members shall use their best efforts to cause the Company to deliver to the Members within 60 days after the end of each fiscal year all information necessary for the preparation of the Members' federal income tax returns.

Section 4.4. Accounting Decisions. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Members. The Members may rely upon the advice of their accountants as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

Section 4.5. Federal Income Tax Elections. The Company may make all elections for federal income tax purposes, including, but not limited to, the following:

(a) To the extent permitted by applicable law and regulations, elect to use an accelerated depreciation method on any depreciable unit of the assets of the Company; and

(b) In case of a transfer of all or part of the Interest of any Member, the Company may elect, pursuant to Section 734, 743, and 754 of the Code, as amended (or corresponding provisions of future law) to adjust the basis of the assets of the Company.

Section 4.6. Tax Matters Partner. The Managing Member is designated as the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code. Any Member who is designated tax matter partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of Members holding at least a majority of the Percentage Interests.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

Section 5.1. Allocation of Net Income, Net Loss or Capital Gains. Except as may be expressly provided otherwise in this Article V, and subject to the provisions of Section 704(c) of the Code and applicable regulations thereunder, the net income, net loss or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their Percentage Interests.

Section 5.2. Special Allocations to Capital Accounts.

(a) No allocations of loss, deduction, or expenditures described in Code Section 705(a)(2)(B) shall be charged to the Capital Account of any Member if such allocation would cause such Member to have a Deficit Capital Account. The amount of the loss, deduction, or Code Section 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account shall instead be charged to the Capital Account of any Members who would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits pursuant to Section 5.1 above.

(b) If any Member unexpectedly receives any adjustments, allocations or distributions described in Treas. Reg. §1.704-1(b)(2)(ii)(d)(4), (5) or (6), which create or increase a Deficit Capital Account of the Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account

of the Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 5.2(b) be interpreted to comply with the alternate test for economic effect set forth in Treas. Reg. §1.704-1(b)(2)(ii)(d).

(c) If any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that the Member is obligated to restore to the Company under Treas. Reg. §1.704-1 (b) (2) (ii) (c) and the Member's share of minimum gain as defined in Treas. Reg. §1.704-2(g)(1) (which is also treated as an obligation to restore in accordance with Treas. Reg. §1.704-1(b)(2)(ii)(d)), the Capital Account of the Member shall be specially credited with items of income (including gross income) and gain in the amount of the excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 5.2, if there is a net decrease in the Company's minimum gain as defined in Treas. Reg. §1.704-2(d) during a taxable year of the Company, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Section 5.2(d) is intended to comply with the minimum gain chargeback requirement of Treas. Reg. §1.704-2(f) and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Members may in their discretion (and shall, if requested to do so by a Member) seek to have the IRS waive the minimum gain chargeback requirement in accordance with Treas. Reg. §1.704-2(f)(4).

(e) Items of Company loss, deduction, and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Treas. Reg. §1.704-2(i) shall be allocated to the Members' Capital Accounts in accordance with said Treas. Reg. §1.704-2(i).

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Treas. Reg. §1.704-2(b)) those deductions shall be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for that period.

(g) In accordance with Code Section 704(c)(1)(A) and Treas. Reg. §1.704-1(b)(2)(i), (iv), if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss, and deductions for the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Code Section 704(c)(1)(B), if any contributed property is distributed by the Company other than to the contributing Member within seven years of being contributed, then, except as provided in Code Section 704(c)(2), the contributing Member shall be treated as recognizing gain or loss from the sale of the property in an amount equal to the gain or loss that would have been allocated to the Member under Code Section 704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

Section 5.3. Distribution of Available Cash. Periodically, at the discretion of Members holding at least a majority of the Percentage Interests, the Available Cash of the Company, if any, may be distributed to the Members, pro rata in accordance with their Percentage Interests. Available Cash of the Company shall not be distributed to the extent that such cash is required for a reasonable working capital reserve for the Company, the amount of such reasonable working capital reserve to be determined by the Members.

Section 5.4. Allocation of Income and Loss and Distributions in Respect of Interests Transferred.

(a) If any Interest in the Company is transferred, or is increased or decreased by reason of the admission of an Additional Member or otherwise, during any fiscal year of the Company, each item of income, gain, loss, deduction, or credit of the Company for such fiscal year shall be assigned pro rata to each day in the particular period of such fiscal year to which such item is attributable (i.e., the day on or during which it is accrued or otherwise incurred) and the amount of each such item so assigned to any such day shall be allocated to the Members based upon their respective Percentage Interests in the Company at the close of such day. For the purpose of accounting convenience and simplicity, the Company may treat a transfer of, or an increase or decrease in, an Interest in the Company which occurs at any time during a semi-monthly period (commencing with the semi-monthly period including the date hereof) as having been consummated on the first day of such semi-monthly period, regardless of when during such semi-monthly period such transfer, increase, or decrease actually occurs (i.e., sales and dispositions made during the first 15 days of any month will be deemed to have been made on the 16th day of the month).

(b) Distributions of Company assets in respect of Interests in the Company shall be made only to the Members who, according to the books and records of the Company, are the holders of record of the Interests in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Member shall incur any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or the Member has knowledge or notice of any transfer or purported transfer of an Interest in violation of this Agreement. Notwithstanding any provision above to the contrary, gain or loss of the Company realized in connection with a sale or other disposition of any of the assets of the Company shall be allocated solely to the parties owning Interests in the Company as of the date such sale or other disposition occurs.

ARTICLE VI

CESSATION OF MEMBERSHIP; PURCHASE OPTIONS

Section 6.1. Cessation of Membership.

(a) A Person shall cease to be Member of the Company upon the occurrence of any of the following events:

(i) The bankruptcy (as defined in the Act) of a Member.

(ii) In the case of a Member who is a natural person: (A) the Member's death or (B) the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his or her person or estate.

(iii) In the case of a Member who: (A) is a trust or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee); (B) is a limited liability company, the dissolution and commencement of winding up of such company; (C) is a corporation, the filing of articles of dissolution or the equivalent for the corporation or its administrative dissolution or the equivalent without reinstatement within ninety (90) days thereafter; or (D) is an estate, the distribution by the fiduciary of the estate's entire Interest in the Company.

(Items (i) through (iii) above are referred to hereinafter as "Cessation Events".)

(iv) The Member transfers or assigns all of its Interest in the Company.

(Item (iv) above shall not be a "Cessation Event" as such term is used in this Agreement, but shall nonetheless result in cessation of a Member's Membership in the Company.)

(b) Except as expressly provided in this Agreement, no occurrence of a "Cessation of Membership" as defined or described in the Act shall cause a Person's membership in the Company to cease or the Company to be dissolved.

(c) Except as otherwise provided in this Agreement, no Member shall have the power to withdraw as a Member of the Company by voluntary act.

Section 6.2. Restriction Against Transfers of Interests.

(a) No Member shall sell, transfer, assign (as such term is used or defined in the Act or otherwise), pledge, grant a security interest in, encumber, alienate, or otherwise dispose of any of his or her Interest of the Company or any portion thereof, whether now

owned or hereafter acquired, or any legal or beneficial interest therein, whether voluntarily or involuntarily, for value or by gift, will, bequest, devise, operation of law, divorce decree, marital separation agreement, levy, attachment, execution, lien, court order, or otherwise, or as a result of or in connection with any Cessation Event except: (i) with the prior written consent of all of the other Members; (ii) a transfer to the Company or other Members pursuant to Section 6.3, or (iii) a transfer or exchange of Interests pursuant to a sale, merger, exchange, reorganization or similar transaction involving the Company which has been approved by action of the Members holding at least a majority of the Percentage Interests or such higher percentage as may be required by applicable law or this Agreement.

(b) Any purported transfer in violation of any provision of this Agreement shall be null, void and ineffective, and shall not operate to transfer any interest or title to the purported transferee. In the event of a transfer not in compliance with this Agreement, the Company shall not be required to recognize the purported transferee as the legal or beneficial owner of any interest in the purportedly transferred Interest for any purpose.

(c) The Members acknowledge and agree that the restrictions on transfers of the Interests contained in this Agreement are for valid, mutually beneficially and reasonable purposes and are reasonable to accomplish those purposes.

Section 6.3. Purchase Options in the Event of a Cessation Event or Transfer.

(a) The Company shall have, in accordance with the terms and conditions set forth in this Section 6.3, the first option and right of first refusal, but not the obligation, to purchase any Interest subject to any proposed transfer or held by any Member whose membership in the Company has ceased due to the occurrence of a Cessation Event.

(b) In the event of a Cessation Event or proposed transfer of all or any portion of an Interest referred to in Section 6.3(a) above (the "Offered Interest"), or any legal or beneficial interest therein, the Member who owns the Offered Interest (referred to as a "Former Member") or his or her personal representative shall first deliver advance written notice of the Cessation Event or proposed transfer to the Company and the other Members. The notice shall specify the Former Member's name and current address and, as the case may be, the nature of the Cessation Event or the identity of the proposed transferee(s), the amount of the Offered Interest, the purchase price and other material terms and conditions of the proposed transfer.

(c) If the Company elects to purchase the Offered Interest pursuant to its right of first refusal, it shall deliver notice of its intention to do so to the Former Member within 30 days after receipt of the Former Member's notice of the Cessation Event or proposed transfer.

(d) If the Company elects to exercise its right of purchase, the purchase price for the Offered Interest shall equal (i) in the case of a Cessation Event, the fair market value

determined in the manner described in Section 6.3(i) below, or (ii) in the case of a proposed transfer to a third party without a Cessation Event, the purchase price applicable to the proposed transaction with the third party.

(e) The Company may pay the purchase price in either of the following ways as it may choose in its sole discretion: (A) by delivery of the consideration described in Section 6.3(j) below; or (B) on the same terms and conditions of payment of the proposed transaction with the third party, if applicable.

(f) If the Company does not elect to exercise its first option and right to purchase all of the Offered Interest of a Former Member in the event of a Cessation Event or proposed transfer, then the other Members shall have (a) the right to dissolve the Company in accordance with Article VII, if approved within ten (10) days after the date the Company's right to purchase expires by such other Members holding at least a majority of the other Percentage Interests, or (b) if dissolution is not so approved, then a second option and right, but not the obligation, to purchase any of the Offered Interest of the Former Member not purchased by the Company on the same terms and conditions applicable to the Company described in this Section 6.3; provided, however, that (i) the other Members' right to purchase shall commence on the date the other Members' right to dissolve the Company expires and shall continue for 20 days and (ii) the other Members shall have the right to purchase the Offered Interest on a pro rata basis in accordance with the percentages that the Percentage Interests owned by each such other Member bears to the total Percentage Interest owned by all of the other Members, or in such other percentages as they shall agree. In the event that less than all of the other Members elect to exercise such option, then the electing Members shall have the right to purchase the Offered Interest on a pro rata basis in accordance with the percentages which the Percentage Interest owned by each of them bears to the total Percentage Interests owned by all of the electing Members, or in such other percentages as they shall agree.

(g) If the Company and the other Members do not exercise their rights to purchase all of the Offered Interest, the Former Member shall thereafter be free to transfer any remaining Offered Interest, but only on the terms and conditions set forth in the notice of the Cessation Event or proposed transfer. If such transfer is not consummated within 90 days after the election not to purchase by the Company and the other Members, or the terms of such transfer change in any material respect, the Offered Interest must again be offered to the Company and other Members pursuant to this Agreement. If such transfer is not consummated for any reason, the Former Member and the Offered Interest shall remain bound by this Agreement.

(h) In the event a Member fails to give notice to the Company of a Cessation Event or a proposed transfer, the Company's right to purchase shall commence on the date it first receives notice of such Cessation Event or the proposed transfer. If, contrary to the provisions of this Agreement, any Interest is voluntarily, involuntarily or by operation of law

transferred without compliance with this Section 6.3, the options referred to herein shall be to purchase the Interest from the transferee.

(i) In the case of a Cessation Event, the Former Member's Interest shall be valued according to its fair market value. The fair market value of a Former Member's Interest shall equal the fair market value of such Interest as determined by agreement between the Former Member (or his or her representatives) and the Company. In the event the Company and the Former Member (or his or her representatives) fail to agree within 60 days of the Former Member's notice, the Company and the Former Member (or his or her representatives) shall select an appraiser mutually acceptable to the Company and the Former Member (or his or her representatives) within 30 days thereafter. The appraiser shall be instructed to appraise the fair market value and determine the debt of the Company. The fair market value of the Former Member's Interest shall equal the percentage of Company's fair market value less the Company's debt equal to the Former Member's Percentage Interest. The appraiser shall be instructed to deliver its appraisal to the Company and the Former Member (or his or her representative) within 60 days following its selection by the Company and the Former Member (or his or her representative). The fees of the appraiser shall be paid one-half by the Company and one-half by the Former Member (or his or her representative).

(j) The purchase price in a purchase under this Section 6.3 shall be paid by the Company or remaining Members, as the case may be, either: (i) twenty percent (20%) down at the time of closing with the balance due in five (5) equal annual installments of principal together with interest on the unpaid balance, commencing to accrue from the date of closing, at the then current Mid-Term Applicable Federal Rate (the "AFR") under Section 1274(d) of the Code for the month in which the closing occurs (or a rate per annum equal to what the AFR would be for such month under Section 1274(d) of the Code if the AFR is no longer published) to fully amortize such balance over the five (5) payments, with the first payment being due and payable on the first anniversary of the closing and the subsequent payments due and payable on each and every anniversary thereafter until paid in full, or (ii) in full, without interest, at the closing of the purchase, as the Company or the remaining Members, as the case may be, may elect in their sole discretion.

(k) Except as otherwise mutually agreed by the parties, the closing of a purchase under this Section 6.3 shall take place as follows: (i) in the case of a Cessation Event, within 30 days following either the date that the Company and the Former Member (or his or her representatives) agree as to the fair market value or the date of the delivery of the appraisal, as applicable; or (ii) in the case of a proposed transfer to a third party without a Cessation Event, within 30 days following the Company's election to purchase the Offered Interest.

(l) At the closing, documents evidencing the payment obligations shall be delivered by the purchasers, and any Certificates of Membership of the Former Member, duly endorsed, shall be delivered by the Former Member (or his or her representatives).

Section 6.4. Cooperation. Upon exercise by the Company or the Members of their rights to purchase as described above, the Former Member or his or her heirs, executors, administrators, estate, legal representatives, successors or assigns, as the case may be, shall be obligated to sell the Interest on the terms and conditions set forth in this Agreement and to take such actions and to deliver such documents as the Company or other Members may reasonably request to consummate the sale of the Interest.

Section 6.5. Further Restrictions on Transfer. No Member shall transfer, all or any part of such Member's Interest in the Company: (i) without registration under federal and state securities laws, if applicable, or unless such Member delivers an opinion of counsel satisfactory to the Company that registration under such laws is not required; or (ii) if the Interest to be transferred, when added to the total of all other Interests transferred in the preceding twelve (12) consecutive months prior thereto, would result in the termination of the Company under Section 708 of the Code.

Section 6.6. Substitute Members. A transferee of an Interest shall have the right to become a Substitute Member only if (i) the requirements of this Article VI are met, (ii) such Person executes an instrument satisfactory to the Company and the remaining Members accepting and adopting the terms and provisions of this Agreement, (iii) such Person pays any reasonable expenses in connection with his or her admission as a Substitute Member, and (iv) the remaining Members holding at least a majority of the remaining Percentage Interests consent to admission of such Person as a Substitute Member.

Section 6.7. Effect of Transfer.

(a) Regardless of when the closing actually occurs, any permitted transfer of all or any portion of a Member's Interest in the Company will take effect on the first day of the month following (i) receipt by the Company of written notice of transfer and (ii) compliance with all requirements and conditions of transfer set forth in this Agreement. Any transferee of an Interest in the Company shall take subject to the restrictions on transfer imposed by this Agreement.

(b) Upon (i) any transfer of a Member's Interest in violation of this Agreement or (ii) any transfer of a Member's Interest in compliance with this Agreement to a transferee who is not an existing Member and who has not become a Substitute Member pursuant to Section 6.6, the transferee shall have no right to participate in the management of the business and affairs of the Company, to vote, consent or approve with respect to any matter submitted to the vote, consent or approval of Members, to exercise any rights of a Member, or to become a Member, but such transferee shall only be entitled to receive the distributions and return of Capital Contributions to which the transferor of such Interest would otherwise be entitled.

(c) A transfer of a Member's Interest shall not by itself dissolve the Company. Unless otherwise agreed by other Members holding at least a majority of the other

Percentage Interests, a Former Member shall cease to be a Member of the Company effective upon the occurrence of a transfer (or, if the transfer occurs without notice to the Company, upon the Company's receipt of notice of the transfer) of the Former Member's Interest, regardless of whether or not the transferee is admitted as a Substitute Member, and such Former Member shall have no right or power to exercise any rights of a Member.

ARTICLE VII

DISSOLUTION

Section 7.1. Dissolution of the Company.

(a) The Company shall be dissolved, its assets disposed of, and its affairs wound up upon the happening of the first to occur of any of the following:

(i) A vote or consent by Members holding at least a majority of the Percentage Interests that the Company should be dissolved.

(ii) A vote or consent by Members holding at least a majority of the Percentage Interests other than the Percentage Interest of the Former Member that the Company should be dissolved as provided in Section 6.3(f).

(iii) A dissolution event as may be provided by applicable law, to the extent not overridden by this Agreement.

(b) Except as otherwise expressly provided in this Agreement, the occurrence of an "event of disassociation" as defined or described in the Act shall not cause the Company to be dissolved.

(c) Upon dissolution, the Company shall continue its existence but shall not carry on any business except that appropriate to wind up and liquidate its business and affairs, including without limitation collecting its assets, disposing of its properties not to be distributed in kind to its Members, discharging or making provision for discharging its liabilities, distributing its remaining property among its Members according to their interests, and doing any other act necessary to wind up and liquidate its business and affairs.

Section 7.2. Winding Up, Liquidation and Distribution of Assets. Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities, and operations. The Members shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Members shall:

(a) Collect, sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Members in kind).

(b) Allocate any net profit or net loss resulting from such sales to the Members in accordance with Article V above.

(c) Discharge or make provision for the discharge of all liabilities of the Company, including liabilities to Members who are creditors, to the extent permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company).

(d) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of those assets as of the date of termination shall be determined by independent appraisal or by agreement of the Members. Those assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of this Agreement to reflect such deemed sale.

(ii) The positive balance (if any) of each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to this Section. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Treas. Reg. §1.704-1(b)(2)(ii)(b)(2).

(e) Do every other act or thing necessary or appropriate to wind up and liquidate the Company's business and affairs.

Section 7.3. Deficit Capital Accounts upon Liquidation. Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), if any Member has a deficit in its Capital Account (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of the Member's Capital Account shall not be considered a debt owed by the Member to the Company or to any other person for any purpose whatsoever.

Section 7.4. Final Dissolution. Upon completion of the winding up, liquidation and distribution of the business affairs, assets and liabilities of the Company, it shall be deemed finally dissolved.

Section 7.5. Articles of Dissolution. After the dissolution of the Company, articles of dissolution shall be executed and delivered to the Kentucky Secretary of State for filing in accordance with the Act. The Members or other appropriate party shall have authority to distribute any Company property discovered after dissolution, to convey real estate, and to take such other action as may be necessary on behalf of and in the name of the Company.

Section 7.6. Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment, discharge or provision for the discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members, the Members shall have no recourse against any other Member.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Complete Agreement. This Agreement and the Articles of Organization constitute the complete and exclusive agreement among the Members with respect to the subject matter hereof. This Agreement and the Articles of Organization replace and supersede all prior agreements by and among the Members or any of them with respect to the subject matter hereof. This Agreement and the Articles of Organization supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Articles of Organization will be binding on the Members or have any force or effect whatsoever, with respect to the subject matter hereof.

Section 8.2. Governing Law. This Agreement and the rights of the parties hereunder will be governed by and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to the principles of conflicts of laws applied by Kentucky or any other jurisdiction.

Section 8.3. Binding Effect. Subject to the provisions of this Agreement relating to transfers of Interests, this Agreement will be binding upon and inure to the benefit of the Members and their respective heirs, estates, personal representatives, successors and assigns.

Section 8.4. Terms. Common nouns and pronouns refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require. Any reference to the Code or other statutes or laws include all amendments, modifications, or replacements of the specific sections and provisions concerned.

Section 8.5. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 8.6. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 8.7. Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 8.8. Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

Section 8.9. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto and their respective successors and assigns, subject to the express provisions hereof relating to successors and assigns, and no other person will have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 8.10. References to this Agreement. Numbered or lettered articles, sections and subsections used in this Agreement refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

Section 8.11. Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at its address specified in Exhibit A hereto. Any Member or the Company may designate any other address in substitution of the foregoing address to which such notice will be given.


Section 8.12. Amendments. All amendments to this Agreement must be in writing and signed by all of the Members.

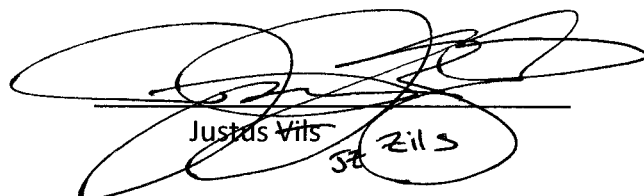
Section 8.13. Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.


Section 8.14. Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement or to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Person.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date set forth in the caption of this Agreement.

VOC Diagnostics, LLC

By: 
Douglass Bayard Donaldson
(Managing Member)


Justus Vils
JV


James Edington

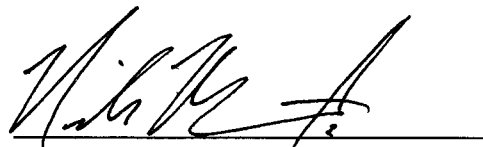

Nick Muscato

EXHIBIT A

<u>NAMES OF MEMBERS</u>	<u>ADDRESSES</u>	<u>INITIAL CAPITAL CONTRIBUTIONS</u>	<u>RESPECTIVE PERCENTAGE INTERESTS</u>
Douglass Donaldson	9392 Old Brownsboro Rd 40207	\$25	25%
Justus Vils	13103 Pond Creek Dr. 40026	\$25	25%
Nick Muscato	402 Cliffwood Hill Way 40206	\$25	25%
J.D. Edington	7801 Sunbury Lane 40220	\$25	25%
			100.00%



COMMONWEALTH OF KENTUCKY
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

Division of Business Filings
Business Filings
PO Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Articles of Organization
Limited Liability Company

KLC

Pursuant to KRS 14A and KRS 275, the undersigned applies to qualify and for that purpose submits the following statements:

Article I: The name of the limited liability company is

VOC Diagnostics, LLC

Article II: The street address of the limited liability company's initial registered office in Kentucky is

7801 Sunbury Lane

Louisville

KY

40220

Street Address Only (No Post Office Box Numbers)

City

State

Zip Code

and the name of the initial registered agent at that office is **James Daniel Edington**

Article III: The mailing address of the limited liability company's initial principal office is

7801 Sunbury Lane

Louisville

KY

40220

Street Address or Post Office Box Number

City

State

Zip Code

Article IV: The limited liability company is to be managed by (must check one):

☐

A. a manager(s).

☒

B. its member(s).

Article V: This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is **9/27/2012**

(Delayed effective
date and/or time)

I/We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.



Signature of Organizer

James D. Edington, COO

Printed Name & Title

9/27/2012

Date



Signature of Organizer

Douglass B. Donaldson, CEO

Printed Name & Title

9/27/2012

Date

I, **James D. Edington**

Print Name of Registered Agent

consent to serve as the registered agent on behalf of the limited liability company.



Signature of Registered Agent

James D. Edington

Printed Name

9/27/2012

Date