

OPERATING AGREEMENT OF PHARMA3D, LLC
A KENTUCKY LIMITED LIABILITY COMPANY

This Operating Agreement is made and entered into this 25th day of July, 2014 by and among the undersigned as Managers of Pharma3D, LLC, a company organized pursuant to the Kentucky Limited Liability Act (hereinafter referred to as the "Company").

ARTICLE I

FORMATION

The Company is hereby organized as a limited liability company under the provisions of the Kentucky Limited Liability Company Act.

It is the intent of the Managers that the Company shall always be operated in a manner consistent with its treatment as a partnership for federal and state income tax purposes. It is the further intent of the Managers that the Company not be operated or treated as a partnership for purposes of Section 303 of the Federal Bankruptcy Code. No Manager shall take any action inconsistent with these expressed intentions of the Managers.

ARTICLE II

MANAGERS OF COMPANY

The name and address of each of the Managers of the Company are:

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Daniel L. Lau	774 Bravington Way Lancaster, KY 40503	1/4

D.L.
7/23/14

Joseph Wyse	104 Windy View Court Nicholasville, KY 40356	1/4
Thomas D. Dziubla	813 Forest Lake Drive Lexington, KY 40515	1/4
David Roberts	PO Box 44 Avoca, WI 53506	1/4

ARTICLE III

MANAGEMENT OF THE COMPANY

1. Management of the company's business and affairs shall vest in the Manager, who shall not be personally liable for monetary damages for breach of any duty for which provision is made by statute and who shall be indemnified by the company for judgments, settlements, penalties, fines or expenses incurred in a proceeding to which he is a party by reason of being a Manager.

2. The Manager shall be the agent of the Limited Liability Company for the purpose of its business or affairs and any act of the Manager, including, but not limited to, the execution in the name of the Company of any instrument for apparently carrying out the business of the Company shall bind the Company, unless the Manager has, in fact, no authority to act for the Company in that particular manner and the person with whom the Manager is dealing has knowledge or has been notified that the Manager has no such authority.

3. The Company shall indemnify the Manager for all costs, losses, liabilities and damages paid or accrued by the Manager in connection with the

business of the company to the fullest extent provided or allowed by the laws of the Commonwealth of Kentucky.

4. Any action required to be taken by the Members shall be taken by Consent Action, which shall be evidenced by one or more writings describing the action, signed by the Members and delivered to the Company for inclusion in the company records.

ARTICLE IV

ACCOUNTING AND RECORDS OF THE COMPANY

1. Records of the Company shall be maintained under the accrual method of Accounting.

2. The books and records of the company shall be kept and the financial position and the results of its operation recorded in accordance with the accounting method elected in Section 1 of this Article 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.

3. The fiscal year of the company for financial reporting and federal income tax purposes shall be the calendar year.

4. All decisions as to accounting matters shall be made by the Manager who may rely upon the advice of the Company accountants as to whether such decisions are in accordance with the accounting methods elected to be used for federal income tax purposes.

5. The Company may make all elections for federal income tax purposes, including, but not limited to, the following:

- (i) To the extent permitted by applicable law and regulations elect to use the accelerated depreciation method on any depreciable unit of the assets as a company;

and

- (ii) In case of a transfer of all or part of an interest in the Company by any Manager, the Company may elect, pursuant to Sections 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.

ARTICLE V

COMPANY PROPERTY

1. The property transferred to or otherwise acquired by the Company shall be the property of the Company and not of any Manager individually. Property may be acquired, held and conveyed in the name of the Company. Any estate in real property may be acquired by the Company and title to any interest acquired through the use of assets of the Company shall vest in the Company and not in any Manager or Managers individually.

2. Property of the Company held in the name of the Company may be transferred by an instrument of transfer executed by the Manager.

ARTICLE VI

MEMBERSHIP INTERESTS IN COMPANY

1. A Member's interest in the Company will be the personal property of the Member.
2. A Member's interest in the Company shall be assignable in whole or in part and the Member may pledge the interest for any purpose whatsoever, subject to the provision of the Members Agreement.
3. If a Member dies or becomes incompetent to manage his affairs in the judgment of a physician, who shall certify the condition, the Member's attorney-in-fact, personal representative, guardian or conservator shall have the rights of the Member, pursuant to this Agreement with respect to the Member's interest, subject to the Members Agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. The Articles of Organization of the Company and this Agreement constitute the complete and exclusive statements with respect to the subject matters thereof and supercede all prior written and oral statements.
2. This Agreement and the rights of the parties hereunder will be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

3. If any provision of this Agreement is any way illegal or invalid for any reason whatsoever, the illegality or invalidity of such term or provision shall not affect the validity of the remainder of this Agreement.

4. The Members of the Company may amend this Agreement.

5. Each and all other covenants, terms, provisions and agreements herein contained shall be binding upon and shall anew to the benefit of each and all of the members and, to the extent permitted by this Agreement and the Kentucky Limited Liability Company Act upon their respective heirs, personal representatives and assigns.

Daniel L. Lau, Member

Joseph Wyse, Member

Thomas D. Dziubla, Member

 7/23/14
David Roberts, Member