

L 99 00 00 00 04 02 7

Matt Powell  
304 Plant Avenue  
Tampa, FL 33606  
813-254-4600

Florida Department of State  
Div. of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

500002922435--4  
-07/02/99-01070-005  
\*\*\*\*293.75 \*\*\*\*293.75

RE: Filing of Life Pharmaceuticals, L.L.C.

Dear Sir / Madam:

Enclosed please find the following:

1. Check for \$293.75
2. Certificate of Designation of Registered Agent
3. Articles of Organization for Life Pharmaceuticals, L.L.C.

Please file, record and acknowledge these documents as soon as possible. If you have any questions, please call me immediately.

Sincerely,

*Matthew Powell*

Matthew D. Powell

/dp  
enclosures (4)

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**ARTICLES OF ORGANIZATION  
FOR LIFE PHARMICALS  
LIMITED LIABILITY COMPANY**

**ARTICLE I - Name:**

The name of the Limited Liability Company is:

**Life Pharmaceuticals, L.L.C.**

**ARTICLE II - Address:**

The mailing address and street address of the principal office of the Limited Liability Company is:

Life Pharmaceuticals, L.L.C.  
304 Plant Avenue  
Tampa, Florida 33606

**ARTICLE III - Duration:**

The period of duration for the Limited Liability Company shall be:

PERPETUAL

**ARTICLE W - Management:**

**(Check the appropriate box and complete the statement)**

☐ The Limited Liability Company is to be managed by a manager or managers and the name(s) and address(es) of such manager(s) who is/are to serve as manager(s) is/are:

☒ The Limited Liability Company is to be managed by the members and the name(s) and address(es) of the managing member(s) is/are:

Matthew D. Powell  
304 Plant Avenue  
Tampa, Florida 33606

**ARTICLE V - Admission of Additional Members:**

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

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The Members reserve the right to admit legally qualified additional Members upon the unanimous agreement of the Members, as to the admission of and the consideration to be paid by such new Members and subject to the terms and conditions of the Company's Operating Agreement.

#### ARTICLE VI - Members Rights to Continue Business:

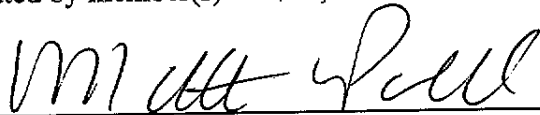
The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be:

The members shall have the right to continue the Company upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a Member, and the remaining Members agree to continue the Company by unanimous written consent within ninety (90) days after the Withdrawal of a Member, as set forth in the Operating Agreement of the Company.

#### ARTICLE VII - Affidavit of Membership and Contributions

The undersigned member or authorized representative of a member of Matt Powell certifies:

- 1) the above named limited liability company has at least one member;
- 2) the total amount of cash contributed by the member(s) is \$10,000.00
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$0.00  
(A description of the property is attached and made a part hereto.); and
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is \$10,000.00



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Matthew Powell

Typed or printed name of signee

**Filing Fee: \$250.00 for Articles and Affidavit**

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**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is:

Life Pharmaceuticals, L.L.C.

2. The name and the Florida street address of the registered agent are:

Matthew D. Powell

\_\_\_\_\_  
Name

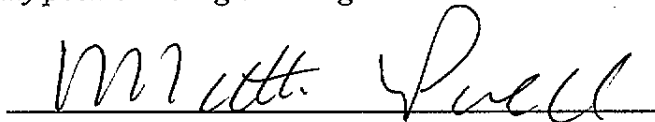
304 Plant Avenue

\_\_\_\_\_  
Florida street address (P.O. Box **not** acceptable)

Tampa, Florida 33606

\_\_\_\_\_  
City, State and Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
\_\_\_\_\_  
SIGNATURE

**Filing Fee: \$35 for Designation of Registered Agent**

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# OPERATING AGREEMENT OF LIFE PHARMICALS, L.L.C.

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## OPERATING AGREEMENT

OF

LIFE PHARMICALS, L.L.C.

June 30, 1999

### ARTICLE I. OFFICES

1.1 Principal Office. The principal office of the Company in the State of Florida shall be located at 304 Plant Avenue, Tampa, Florida 33606. The Company may have such other offices, either within or without the state of Florida as the Members may designate or as the business of the Company may from time to time require.

2.2 Registered Office. The registered office of the Company, required by the Florida Limited Liability Company Act to be maintained in the State of Florida, may, but need not, be identical with the Principal Office in the State of Florida. The address of the initial registered office of the Company is 304 Plant Avenue, Tampa, Florida 33606, and the initial registered agent at such address is Matthew D. Powell. The registered office and the registered agent may be changed from time to time by action of the Members and by filing the prescribed form with the Florida Secretary of State.

2.3 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Operating Manager or by any two Members.

2.4 Notice of Meeting. Written or telephonic notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, by or at the direction of the Operating Manager, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

2.5 Quorum. At any meeting of the Members, a majority of the equity interests, as determined from the capital contribution of each Member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than said majority of the equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been

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transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.6 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Operating Manager of the Company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.

2.7 Voting by Certain Members. Management Certificates standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the Bylaws of such entity may prescribe or, in the absence of such provision, as the Board of Directors of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name.

2.8 Manner of Acting.

2.8.1 Formal Action by Members. Ordinarily, the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members. Upon demand of any Member, voting on a particular issue may be in accordance with percentage of equity ownership in the company.

2.8.2 Procedure. The Operating Manager of the Company shall preside at meetings of the Members, may move or second any item of business but shall not vote upon any matter when there is an even number of Members present and the Members are evenly divided as to an issue. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.

2.8.3 Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any 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 certified mail to the secretary of the meeting immediately after the "adjournment of the meeting". Such right to dissent shall not apply to a Member who voted in favor of such action.

2.8.4 Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof.

2.9 Order of Business. The order of business at all meetings of the Members shall be as

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follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Report of the Operating Manager.
5. Reports of Committees.
6. Unfinished Business.
7. New Business.

2.10 Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

### ARTICLE III FISCAL MATTERS

3.1 Fiscal Year. The fiscal year of the Professional Limited Liability Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the Members.

3.2 Deposits. All funds of the Life Pharmaceuticals, L.L.C., shall be deposited from time to time to the credit of the Life Pharmaceuticals, L.L.C., in such banks, trust companies or other depositories as the Members may select.

3.3 Checks, Drafts, Etc. All Operating Account checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Operating Manager.

3.4 Loans. No loans shall be contracted on behalf of Life Pharmaceuticals, L.L.C. or no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

3.5 Contracts. The Members may authorize any Member or agent of the Company, in addition to the Operating Manager, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

3.6 Accountant. An Accountant may be selected from time to time by the Members to perform such tax and accounting services as may, from time to time be required. The accountant may be removed by the Members without assigning any cause.

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3.7 Legal Counsel. One or more Attorney(s) at Law may be selected from time to time by the Members to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members with respect thereto. The Legal Counsel may be removed by the Members without assigning any cause.

#### ARTICLE IV. MANAGEMENT CERTIFICATES AND THEIR TRANSFER

4.1 Certificates. Management Certificates representing equity interest in the Company shall be in such form as shall be determined by the Members. Such Management Certificates shall be signed by the Operating Manager and by all other Members. All Management Certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Management Certificates are issued, with the Capital Contribution and the rate of issue, shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated management Certificate, a new one may be issued upon such terms and indemnity to the Company as the Members may prescribe.

4.2 Certificate Register. Any and all changes in Members or their amount of capital contribution shall be formalized by filing notice of the same with the Secretary of State by amendment of the Articles of Organization. The most recent filing of the Articles of Organization, as amended, shall be deemed the Register of Certificates.

4.3 Transfers of Shares. Any Member proposing a legally qualified transfer or assignment of his Certificate shall first notify the Company, in writing at least 90 days before the proposed transfer, and provide in writing all the details and consideration for the proposed transfer or assignment. The company, for the benefit of the remaining Members, shall have the first right to acquire the equity by cancellation of the Certificate under the same terms and conditions as provided in the formal Articles of Organization as filed with the Florida Secretary of State for Members who are deceased, retired, resigned, expelled, or dissolved.

If the company declines to elect such option, the remaining Members desiring to participate may proportionately (or in such proportions as the remaining Members may agree) purchase such interest under the same terms and conditions first proposed by the withdrawing Member.

If the transfer or assignment is legally qualified and is made as originally proposed, and the other Members fail to approve the transfer or assignment by unanimous written consent, the transferee or assignee shall have no right to participate in the management of the business and affairs of the Life Pharmaceuticals, L.L.C. or to become a Member. The legally qualified transferee or assignee shall only be entitled to receive the share of the profit or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

## ARTICLE V. BOOKS AND RECORDS

5.1 Books and Records. The books and records of the company shall be kept at the principal office of the company or at such other places, within or without the state of Florida, as the Members shall from time to time determine.

5.2 Right of Inspection. Any Member of record shall have the right to examine, at any reasonable time or times for all purpose, the books and records of account, minutes and records of Members and to make copies thereof. Such inspection may be made by any agent or attorney of the Member. Upon the written request of any Member of the company, it shall mail to such Member its most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.

5.3 Financial Records. All financial records shall be maintained and reported based on generally acceptable accounting practices. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date, if a request for such audit is made in writing by any member, and mailed or delivered to the other members.

## ARTICLE VI. DISTRIBUTION OF PROFITS

In the absence of a unanimous agreement otherwise, all profits shall be distributed annually prior to the close of the fiscal year.

or

The Members may from time to time unanimously declare, and the company may distribute, accumulated profits agreed not necessary for the cash needs of the company's business. Unless otherwise provided, retained profits shall be deemed an increase in capital contribution of the Company.

## ARTICLE VII. OFFICERS

7.1 Management Duties and Restrictions. Except as provided in Subparagraphs (1) and (2) of this Section, all members shall have proportionate rights in the management of the L.L.C. No member shall, without the consent of the other members, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the L.L.C. Without the consent of the L.L.C., no member shall on behalf of the L.L.C. borrow or loan money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property

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for or of the L.L.C. No member shall, except with the consent of the other members, mortgage, grant a security interest in its share in the L.L.C. or in the L.L.C.'s capital assets or property, or do any act detrimental to the best interests of the L.L.C. or which would make it impossible to carry on the ordinary purpose of the L.L.C.

(1) The L.L.C. may from time to time elect to designate one of its members as Operating Manager for Life Pharmaceuticals, L.L.C. Such person so designated shall have authority to execute all instruments in the name of the L.L.C. as required for the operation of the company, except that all members shall execute instruments of indebtedness which responsibility shall not be delegated to the Operating Manager.

(2) Matthew D. Powell, is hereby designated as Operating Manager for a period of one (1) year from June 29, 1999 to act in accord with the provisions of Subparagraph (1) of this part, and specifically to execute all documents, except as limited by the prior paragraph that all members shall execute instruments of indebtedness.

7.2 Operating Manager. The Operating Manager, a member, shall be the chief executive officer of the Company responsible for the general overall supervision of the business and affairs of the Company. He shall, when present, preside at all meetings of the Members. The Operating Manager may sign, on behalf of the Company, such deeds, bonds, contracts or other instruments which have been appropriately authorized to be executed, by the Members except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating agreement or by Statute to some other Officer or Agent of the company; and, in general, he shall perform all duties as may be prescribed by the Board from time to time.

The specific authority and responsibility of the Operating Manager shall also include the following:

- (1) The Operating Manager shall effectuate this Operating Agreement and the Regulations and decisions of the Members.
- (2) The Operating Manager shall direct and supervise the operations of the Company.
- (3) The Operating Manager, within such parameters as may be set by the Members, shall establish such charges for services of Life Pharmaceuticals, L.L.C. as may be necessary to provide adequate income for the efficient operation of the Company.
- (4) The Operating Manager, within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.
- (5) The Operating Manager shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense,

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financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

7.3 Other Officers. The Company may, at the discretion of the Members, have additional Officers including, without limitation, one or more Vice-Operating Managers, one or more Secretaries and one or more Treasurers. Officers must be selected from among the Members. One person may hold two or more offices, except one person may not hold both the office of Operating Manager and the office of Secretary. When the incumbent of an office is (as determined by the incumbent himself or by the Members) is unable to perform the duties thereof, or when there is no incumbent of an office, (such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Members.

7.4 Election and Tenure. The Officers of the Company shall be elected annually by the Members at the annual meeting. Each Officer shall hold office from the date of his election until the next annual meeting and until his successor shall have been elected, unless he shall sooner resign or be removed.

7.5 Resignations and Removal. Any Officer may resign at any time by giving written notice to the Operating Manager or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the Members with or without cause.

7.6 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the Members.

The salaries of the officers shall be fixed from time to time by the Members and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

## ARTICLE VIII. CAPITAL CONTRIBUTIONS

8.1 Member Contributions. The undersigned members agree to share in all post formation capital contributions, profits, losses, and surplus of Life Pharmaceuticals, L.L.C., according to the percentage of their ownership. Each member owns an undivided interest in the business and company as follows:

Matthew D. Powell whose address is 304 Plant Avenue, Tampa, Florida 33606 owns forty percent (40%).

Donna M. Serritella whose address is 30043 U.S. 19 N. PMB 116, Clearwater, Florida 33761 owns twenty five percent (25%).

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Nancy Buchanan whose address is 2537 Maryland Avenue, Tampa, Florida 33629 owns twenty five percent (25%).

Laura Roza whose address is 817 Crenshaw Lake Road, Lutz, Florida 33549 owns ten percent (10%)

#### **ARTICLE IX. ADDITIONAL CAPITAL CONTRIBUTIONS**

The members may contribute in proportionate amounts any additional capital deemed necessary for the operation of Life Pharmaceuticals, L.L.C. ,provided, however, that in the event that any member deems it advisable to refuse or fails to contribute his share of any or all of the additional capital, then the other members or any one of them may contribute the additional capital not paid in by such refusing member and shall receive therefore an increase in the proportionate share of the ownership or interest in the entire company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in Articles XV and XVI.

#### **ARTICLE X. DIVISION OF PROFITS AND LOSSES**

Each of the members shall own an interest in Life Pharmaceuticals, L.L.C. as set forth in Article VIII, entitled "Capital Contributions", except as the same may hereafter vary or change as provided in Article IX, entitled "Contributions of Additional Capital". All profits and losses of Life Pharmaceuticals, L.L.C. shall be shared by each of said members according to the percentage of interest each member owns. A separate capital account shall be maintained for each member. No member shall make any withdrawals from capital without prior approval of the L.L.C. If the capital account of the partner becomes impaired, his share of subsequent L.L.C. profits shall be first credited to his capital account until that account has been restored.

#### **ARTICLE XI. RIGHTS AND DUTIES OF THE PARTIES**

The members agree to mutually undertake the responsibilities for development and in that regard, each shall have a contributory responsibility of time and effort to the L.L.C. L.L.C. decisions and actions shall be decided by a majority in interest of the members, at meetings regularly called with notice to all members. For purposes of determining a "majority in interest", a member's interest will be his interest in profits and losses as set forth in Article X, and a majority will mean fifty-one percent (51%) or more.

**ARTICLE XII.  
COSTS AND EXPENSES**

No member shall be separately compensated on a salaried basis for services performed in carrying out the operation of the L.L.C. No salaries or individual compensation shall be otherwise payable, without consent of the L.L.C., for the normal management although the L.L.C. may from time to time employ one or more managers or other representatives at a designated salary.

**ARTICLE XIII  
INSURANCE**

During the course of the term for which this L.L.C. is formed, the L.L.C. shall carry liability insurance in such amounts as are deemed appropriate by the members.

**ARTICLE XIV.  
VOLUNTARY TERMINATION**

14.1 Termination. Life Pharmaceuticals, L.L.C. may be dissolved at any time by agreement of all the members, in which event the members shall proceed with reasonable promptness to liquidate the L.L.C. The assets of the L.L.C. shall be used and distributed in the following order:

- (1) To pay or provide for the payment of all L.L.C. liabilities to creditors other than members, and liquidating expenses and obligations;
- (2) To pay debts owing to members other than for capital and profits;
- (3) To pay debts owing to members in respect to capital; and
- (4) To pay debts owing to members in respect to profits.

**ARTICLE XV.  
WITHDRAWAL OF MEMBER BY SALE**

15.0 Withdrawal of Member. Any member who shall be desirous of selling his share and interest in the L.L.C. shall give the written right of first refusal for 90 days to purchase said share and interest in the same price as being offered by a bonafide buyer:

To all members other than the selling member, each member electing to purchase having the right to purchase that percentage of the share being sold obtained by dividing his respective percentage of the L.L.C. by the total percentage of all members electing to purchase.

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**ARTICLE XVI.  
DEATH OF A MEMBER**

In the event of the death of a member, the deceased's heir or heirs shall not be entitled to succeed to the share and interest of the deceased member. The value of the deceased's interest shall be valued and sold in accordance with the provisions of Article XV entitled "Withdrawal of Member by Sale" and the proceeds distributed to the heir or heirs within 90 days of said notice.

**ARTICLE XVII.  
MISCELLANEOUS**

17.1 Notice. Any notice required or permitted to be given pursuant to the provisions of the Statute, the Articles of Organization of Life Pharmaceuticals, L.L.C. or this Operating Agreement shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with United States Postal Service, prepaid and addressed to the intended receiver at his last known address as shown in the records of the Limited Liability Company.

17.2 Waiver of Notice. Whenever any notice is required to be given pursuant to the provisions of the Statute, the Articles of Organization of Life Pharmaceuticals, L.L.C. or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

17.3 Indemnification By Company. Life Pharmaceuticals, L.L.C. may indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Professional Limited Liability Company) by reason of the fact that he is or was a Member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of Life Pharmaceuticals, L.L.C. and with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nob contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of Life Pharmaceuticals, L.L.C. and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

17.4 Indemnification Funding. The Company shall fund the indemnification obligations provided by Section 8.3 in such manner and to such extent as the Members may from time to time deem proper.

17.5 Duality of Interest Transactions. Members of this Company have a duty of undivided

loyalty to this Company in all matters affecting this Company's interests.

17.6 Anticipated Transactions. Notwithstanding the provision of Section 8.5, it is anticipated that the Members and Officers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time, participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the Members.

17.7 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

17.8 Articles and other Headings. The Articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.

17.9 Reimbursement of Officers and Members. Officers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties. It shall be the policy that any submission of Reimbursement is deemed a legitimate business expense, however, in the event that any event is deemed non-deductable, or illegitimate then the Officer or Member submitting the expense shall be liable for any and all penalties, and interest and shall repay the reimbursement back to the L.L.C.

17.10 Arbitration. In case of a dispute arising between the owners concerning the operation, management or buy-out of the ownership interest of the company, the members shall submit the same to arbitration. The members shall each be entitled to appoint one (1) nominee who will then collectively meet and by majority agreement, shall appoint one (1) arbitrator who shall be an attorney at law licensed in this state. Any controversy or claim arising out of or relating to this professional liability company, shall be to the extent permitted by law, settled by arbitration in the City of Tampa, Florida, in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court have in jurisdiction thereof.

The arbitrator, when duly appointed, shall have access to all books and records of the company and shall have the right to examine all of its accounts, notes, securities, books, inventories, assets and equipment and to hear evidence of the shareholders and other witnesses and to make any accounting necessary and to do all things fully and completely to enable him to make a fair and full settlement of all matters in arbitration. When the arbitrator has passed upon matters in dispute between the shareholders, he shall notify each shareholder in writing of his decision and his decision shall be final and binding upon the parties, subject to rights pursuant to Florida law.

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CLERK OF DISTRICT COURT  
TAMPA, FLORIDA  
JAN 13 2011  
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**ARTICLE XVIII.  
AMENDMENTS**

18.1 Amendments. This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by three-fourths action of all of the Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

**CERTIFICATION**

**THE UNDERSIGNED**, being all of the Members of Life Pharmaceuticals, L.L.C., a Florida Limited Liability Company, hereby evidence their adoption and ratification of the foregoing Operating Agreement of the Company.

**EXECUTED** by each Member on the Date indicated.

By: Donna M Serritella  
Donna M. Serritella, President  
Date: 6-30-99

By: Nancy Buchanan  
Nancy Buchanan, Vice President  
Date: 6-30-99

By: Laura Roza  
Laura Roza, Secretary  
Date: 6-30-99

By: Matthew D Powell  
Matthew D. Powell, Treasurer  
Date: 6-30-99

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

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