



**State of Rhode Island  
Office of the Secretary of State**

Fee: \$50.00

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

**Limited Liability Company  
Articles of Amendment**

(Section 7-16-12 of the General Laws of Rhode Island, 1956, as amended)

**ARTICLE I**

The name of the limited liability company is Dr.franken's ventures llc

If the name is changing, state the new name: Dr. Franken's Ventures LLC

**ARTICLE II**

The Articles of Organization of the limited liability company as amended or restated to date are as follows, including, if applicable, a change made in Article I:

If the address of the principal office of the limited liability company is changing, so state:

No. and Street: 780 RESERVOIR AVE  
#420

City or Town: CRANSTON State: RI Zip: 02910 Country: USA

If the company duration is changing, so state:  Perpetual

If the company purpose is changing, so state:

If the management of the limited liability company is changing, modify the following section:

Members or  Managers (check one)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
MANAGER	RYAN T. PETERS	337 SUTTON AVENUE EAST PROVIDENCE, RI 02914 USA
MANAGER	DONALD TAVARES-DONOVAN	31 MOORE STREET WARWICK, RI 02889 USA

If there are any other provisions to be amended, so state:

**6. ADDITIONAL PROVISIONS WHICH THE MEMBERS ELECT TO HAVE SET FORTH IN THESE ARTICLES OF ORGANIZATION:**

**6.1. THE COMPANY SHALL HAVE THE AUTHORITY TO GUARANTEE ANY BONDS, SECURITIES, OR EVIDENCES OF INDEBTEDNESS CREATED BY; OR DIVIDENDS ON; OR**

A  
CERTAIN AMOUNT PER SHARE IN LIQUIDATION OF THE CAPITAL STOCK OF ANY  
CORPORATION OR OTHER ENTITY CREATED BY THIS STATE OR BY ANY OTHER  
STATE,  
COUNTRY, NATION, OR GOVERNMENT, PROVIDED SUCH CORPORATION OR OTHER  
ENTITY  
IS FORMED FOR PURPOSES SIMILAR TO THE PURPOSES OF THIS COMPANY OR IS  
ENGAGED IN THE SAME OR A SUBSTANTIALLY SIMILAR BUSINESS OR TRANSACTS  
BUSINESS WITH THIS COMPANY OR IS OWNED OR CONTROLLED BY THE SAME OR  
SUBSTANTIALLY SIMILAR INTERESTS; BUT NOTHING HEREIN CONTAINED SHALL  
AUTHORIZE THIS COMPANY TO CARRY ON THE BUSINESS OF A SURETY OR  
INDEMNITY  
COMPANY.

6.2. THE COMPANY SHALL HAVE THE AUTHORITY TO GUARANTEE IN ANY WAY  
PERMITTED BY LAW THE PERFORMANCE OF ANY OF THE CONTRACTS OR OTHER  
UNDERTAKINGS IN WHICH THE COMPANY MAY OTHERWISE BE OR BECOME  
INTERESTED, OF  
ANY CORPORATION, ASSOCIATION, PARTNERSHIP, FIRM, TRUSTEE, SYNDICATE,  
INDIVIDUAL, GOVERNMENT, STATE, MUNICIPALITY, OR OTHER POLITICAL OR  
GOVERNMENTAL DIVISION OR SUBDIVISION, DOMESTIC OR FOREIGN, AS MAY BE  
PERMITTED BY LAW.

6.3. THE COMPANY SHALL HAVE THE AUTHORITY TO PROMOTE OR ASSIST,  
FINANCIALLY OR OTHERWISE, CORPORATIONS, SYNDICATES, PARTNERSHIPS,  
TRUSTS,  
TRUSTEES, INDIVIDUALS, OR ASSOCIATIONS OF ALL KINDS, AND TO GIVE ANY  
GUARANTY IN CONNECTION THEREWITH FOR THE PAYMENT OF MONEY OR FOR  
THE  
PERFORMANCE OF ANY OBLIGATION OR UNDERTAKING.

6.4. SECTION 7-16-21 OF THE RHODE ISLAND GENERAL LAWS (1956), AS  
AMENDED, REGARDING WRITTEN CONSENTS OF MEMBERS AND MANAGERS IS  
HEREBY  
ADOPTED.

6.5. THE COMPANY, OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF,  
SHALL INDEMNIFY AND HOLD HARMLESS EACH PERSON (AND HIS HEIRS,  
ADMINISTRATORS, AND EXECUTORS) WHO SHALL SERVE AT ANY TIME HEREAFTER  
AS A  
MEMBER OR MANAGER, AGENT, OR EMPLOYEE OF THE COMPANY OR ANY  
SUBSIDIARY OR  
AFFILIATED COMPANY THEREOF FROM AND AGAINST ANY AND ALL CLAIMS AND  
LIABILITIES TO WHICH SUCH PERSON SHALL BECOME SUBJECT BY REASON OF HIS  
HAVING HERETOFORE OR HEREAFTER BEEN A MEMBER OR MANAGER, AGENT, OR  
EMPLOYEE  
OF THE COMPANY OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF, OR BY  
REASON OF ANY ACTION ALLEGED TO HAVE BEEN HERETOFORE OR HEREAFTER  
TAKEN OR  
OMITTED BY HIM AS SUCH MEMBER OR MANAGER, AGENT, OR EMPLOYEE AND  
SHALL  
INDEMNIFY EACH SUCH PERSON FOR ALL LEGAL AND OTHER EXPENSES  
REASONABLY  
INCURRED BY HIM IN CONNECTION WITH ANY SUCH CLAIM OF LIABILITY;

PROVIDED,

HOWEVER, THAT NO SUCH MEMBER OR MANAGER, AGENT OR EMPLOYEE, SHALL BE INDEMNIFIED AGAINST OR REIMBURSED FOR ANY EXPENSE INCURRED IN CONNECTION

WITH ANY CLAIM OR CLAIMS MADE AGAINST HIM, HER, OR IT THAT THE COMPANY HAS

REASONABLY DETERMINED TO HAVE RESULTED FROM: (A) ANY BREACH OF SAID PERSON'S DUTIES OF LOYALTY OR FIDUCIARY DUTIES TO THE COMPANY OR ITS MEMBERS; (B) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE WILLFUL

MISCONDUCT, GROSS NEGLIGENCE, OR KNOWING VIOLATION OF LAW; OR (C) A TRANSACTION OR TRANSACTIONS FROM WHICH THE PERSON SEEKING INDEMNIFICATION

DERIVED IMPROPER PERSONAL BENEFIT. THE RIGHTS ACCRUING TO ANY PERSON UNDER

THE FOREGOING PROVISIONS OF THIS ARTICLE SHALL NOT EXCLUDE ANY OTHER RIGHT

TO WHICH HE OR SHE MAY BE LAWFULLY ENTITLED, NOR SHALL ANYTHING HEREIN CONTAINED RESTRICT THE RIGHT OF THE COMPANY TO INDEMNIFY OR REIMBURSE SUCH

PERSON IN ANY PROPER CASE EVEN THOUGH NOT SPECIFICALLY HEREIN PROVIDED FOR.

THE COMPANY, ITS MEMBERS AND MANAGERS, EMPLOYEES, AND AGENTS, SHALL BE

FULLY PROTECTED IN TAKING ANY ACTION OR MAKING ANY PAYMENT UNDER THIS

ARTICLE, OR IN REFUSING SO TO DO, IN RELIANCE UPON THE ADVICE OF COUNSEL.

6.6. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY, NO MEMBER SHALL SELL, TRANSFER, ASSIGN, OR OTHERWISE DISPOSE OF ALL OR ANY PART OF HIS, HER, OR ITS MEMBERSHIP INTEREST NOW OR HEREAFTER OWNED AT ANY TIME TO ANY PERSON WITHOUT THE PRIOR

WRITTEN CONSENT OF A MAJORITY OF THE MEMBERSHIP INTERESTS OF THE MEMBERS

AND THE COMPANY UNLESS THE MEMBER DESIRING TO MAKE SUCH TRANSFER OR OTHER

DISPOSITION (HEREINAFTER REFERRED TO AS THE "TRANSFEROR") SHALL HAVE FIRST

MADE AN OFFER TO SELL SUCH MEMBERSHIP INTEREST TO THE OTHER MEMBERS AND, IF

APPLICABLE, TO THE COMPANY IN THE MANNER HEREINAFTER DESCRIBED.

6.6.1. IF ANY MEMBER SHALL AT ANY TIME DESIRE TO GIVE OR TO SELL ALL OR ANY PART OF HIS/HER/ITS MEMBERSHIP INTEREST, HE/SHE/IT SHALL FIRST OFFER THE SAME TO THE OTHER MEMBERS AND SHALL NOTIFY THE OTHER MEMBERS IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, STATING THE AMOUNT OF MEMBERSHIP INTEREST INVOLVED IN THE PROPOSED

SALE OR TRANSFER, THE TERMS OF SALE (OR TRANSFER IN THE CASE OF A GIFT), THE LOWEST PRICE AT WHICH SUCH MEMBERSHIP INTERESTS ARE TO BE DISPOSED OF

(IN THE CASE OF A SALE), AND THE NAME OF THE PERSON OR ENTITY TO WHOM OR TO

WHICH THEY ARE TO BE SOLD OR TRANSFERRED. WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF SUCH NOTICE, THE OTHER MEMBERS, ON A PRO RATA BASIS ACCORDING TO MEMBERSHIP INTERESTS OR SUCH OTHER BASIS AS THE OTHER MEMBERS  
MAY AGREE IN WRITING, MAY ELECT TO PURCHASE ALL, BUT NOT LESS THAN ALL, OF  
THE MEMBERSHIP INTEREST OWNED BY THE TRANSFEROR. IF THE OTHER MEMBERS SHALL ELECT TO PURCHASE THE MEMBERSHIP INTERESTS SO OFFERED, THE OTHER MEMBERS SHALL FORTHWITH AND WITHIN SAID THIRTY (30) DAYS DELIVER IN PERSON  
TO SUCH TRANSFEROR OR MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST OFFICE ADDRESS AS STATED ON THE BOOKS OF THE COMPANY, A NOTICE IN WRITING SIGNED  
BY SUCH MEMBER, OF THE ELECTION OF THE MEMBER TO PURCHASE SUCH MEMBERSHIP  
INTEREST ON SUCH TERMS AND AT SUCH PRICE (IN THE CASE OF A SALE) OR AT A PRICE EQUAL TO THE BOOK VALUE OF SUCH MEMBERSHIP INTEREST AS OF SUCH DATE  
OF OFFER AS REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY (IN THE CASE  
OF A GIFT). THE MEMBER SHALL HAVE AN ADDITIONAL THIRTY (30) DAYS AFTER THE  
DATE OF SUCH ELECTION TO PURCHASE TO MAKE PAYMENT IN ACCORDANCE WITH THE  
OPERATING AGREEMENT OF THE COMPANY. THE TRANSFEROR MAY RECEIVE THE PURCHASE PRICE FOR SUCH MEMBERSHIP INTEREST AT THE OFFICE OF THE  
COMPANY  
UPON TRANSFER TO THE MEMBER OF THE MEMBERSHIP INTEREST SOLD.

6.6.2. IF SUCH OFFER IS NOT ACCEPTED BY THE OTHER MEMBERS,  
THE TRANSFEROR SHALL OFFER THE MEMBERSHIP INTEREST TO THE COMPANY AND SHALL  
NOTIFY THE COMPANY IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED,  
POSTAGE PREPAID, STATING THE AMOUNT OF MEMBERSHIP INTEREST INVOLVED IN THE  
PROPOSED SALE OR TRANSFER, THE TERMS OF SALE (OR TRANSFER IN THE CASE OF A  
GIFT), THE LOWEST PRICE AT WHICH SUCH MEMBERSHIP INTERESTS ARE TO BE DISPOSED OF (IN THE CASE OF A SALE), AND THE NAME OF THE PERSON OR ENTITY TO WHOM OR TO WHICH THEY ARE TO BE SOLD OR TRANSFERRED. WITHIN THIRTY  
(30)  
DAYS AFTER THE RECEIPT OF SUCH NOTICE, THE COMPANY MAY ELECT TO PURCHASE  
ALL, BUT NOT LESS THAN ALL, OF THE MEMBERSHIP INTEREST OWNED BY THE TRANSFEROR. IF THE COMPANY SHALL ELECT TO PURCHASE THE MEMBERSHIP INTERESTS SO OFFERED, THE COMPANY SHALL FORTHWITH AND WITHIN SAID THIRTY  
(30) DAYS DELIVER IN PERSON TO SUCH TRANSFEROR OR MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST OFFICE ADDRESS AS STATED ON THE BOOKS OF THE  
COMPANY, A NOTICE IN WRITING SIGNED BY THE COMPANY, OF THE ELECTION OF THE  
THE

COMPANY TO PURCHASE SUCH MEMBERSHIP INTEREST ON SUCH TERMS AND AT SUCH PRICE (IN THE CASE OF A SALE) OR AT A PRICE EQUAL TO THE BOOK VALUE OF SUCH MEMBERSHIP INTEREST AS OF SUCH DATE OF OFFER AS REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY (IN THE CASE OF A GIFT). THE COMPANY SHALL HAVE AN ADDITIONAL THIRTY (30) DAYS AFTER THE DATE OF SUCH ELECTION TO PURCHASE TO MAKE PAYMENT IN ACCORDANCE WITH THE OPERATING AGREEMENT OF THE COMPANY. THE TRANSFEROR MAY RECEIVE THE PURCHASE PRICE FOR SUCH MEMBERSHIP INTEREST AT THE OFFICE OF THE COMPANY UPON TRANSFER TO THE COMPANY OF THE MEMBERSHIP INTEREST SOLD.

6.6.3. IF THE OFFER TO SELL IS NOT ACCEPTED BY THE OTHER MEMBERS OR BY THE COMPANY, THE TRANSFEROR MAY MAKE A BONA FIDE TRANSFER TO THE PROSPECTIVE TRANSFEREE NAMED IN THE STATEMENT ATTACHED TO THE OFFER. THE TRANSFER TO THE PROSPECTIVE TRANSFEREE SHALL BE MADE ONLY IN STRICT ACCORDANCE WITH THE TERMS THEREIN STATED. HOWEVER, IF THE TRANSFEROR SHALL FAIL TO MAKE SUCH TRANSFER WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THE APPLICABLE TIME PERIOD FOR THE COMPANY TO ACCEPT AN OFFER TO SELL, SUCH MEMBERSHIP INTEREST SHALL AGAIN BECOME SUBJECT TO ALL THESE RESTRICTIONS. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS RELEASING ANY MEMBERSHIP INTEREST FROM ANY APPLICABLE STATE OR FEDERAL LAWS OR REGULATIONS CONCERNING TRANSFER OF THE SAME. THE MEMBERSHIP INTEREST TRANSFERRED IN ACCORDANCE WITH THE OPERATING AGREEMENT SHALL, TO THE EXTENT PERMITTED BY LAW, CONTINUE TO BE SUBJECT TO THE TERMS HEREOF AND THE TRANSFEREE SHALL BE DEEMED A PARTY HERETO. UPON DELIVERY OF SUCH MEMBERSHIP INTEREST, SUCH TRANSFEREE SHALL BE BOUND HEREBY AND SHALL, ON REQUEST OF THE COMPANY, EXECUTE SUCH ACKNOWLEDGMENT OR OTHER DOCUMENTATION AS THE COMPANY MAY REQUEST.

6.6.4. IF ANY TRANSFER OF MEMBERSHIP INTEREST IS MADE OR ATTEMPTED CONTRARY TO THE PROVISIONS OF THE OPERATING AGREEMENT, THE OTHER MEMBERS AND THE COMPANY SHALL HAVE THE SAME OPTIONS TO PURCHASE ALL OF THE MEMBERSHIP INTEREST SO TRANSFERRED OR ATTEMPTED TO BE TRANSFERRED

UNDER THE  
SAME TERMS AND CONDITIONS PROVIDED IN THE OPERATING AGREEMENT. ANY  
SUCH  
OFFER TO SELL OR OTHERWISE TRANSFER SHALL BE DEEMED TO HAVE BEEN MADE  
WHEN  
ALL OF THE OTHER MEMBERS AND THE COMPANY RECEIVE ACTUAL NOTICE OF THE  
TRANSFER OR ATTEMPTED TRANSFER. IF THE OTHER MEMBERS AND THE COMPANY  
DO  
NOT EXERCISE THEIR RESPECTIVE OPTIONS REGARDING SUCH MEMBERSHIP  
INTEREST.  
NEITHER THE MEMBER WHO TRANSFERRED OR ATTEMPTED TO TRANSFER SUCH  
MEMBERSHIP  
INTEREST, NOR THE TRANSFEREE OR INTENDED TRANSFEREE, SHALL BE REQUIRED  
TO  
TRANSFER ANY OF SUCH MEMBERSHIP INTEREST TO THE OTHER MEMBERS OR TO  
THE  
COMPANY; PROVIDED; HOWEVER, THAT THE COMPANY MAY REFUSE TO RECOGNIZE  
ANY  
TRANSFEREE AS ONE OF ITS MEMBERS FOR ANY PURPOSE, INCLUDING WITHOUT  
LIMITATION FOR PURPOSES OF DISTRIBUTIONS AND VOTING RIGHTS, AND FOR  
PURPOSES OF ALLOCATION OF INCOME, LOSSES, AND BUSINESS EXPENSES, UNTIL  
ALL  
APPLICABLE PROVISIONS OF THE OPERATING AGREEMENT HAVE BEEN COMPLIED  
WITH TO  
THE SATISFACTION OF THE COMPANY.

6.7. NO SINGLE MEMBER ACTING ALONE SHALL HAVE THE POWER OR  
AUTHORITY TO BIND THE COMPANY TO ANY CONTRACT WITH A THIRD PARTY  
UNLESS  
SUCH CONTRACT HAS BEEN APPROVED BY THE MEMBERS IN ACCORDANCE WITH  
THE  
OPERATING AGREEMENT.

### ARTICLE III

The effective date of this Amendment, if later than the date of the filing of these Articles of Amendment (not prior to, nor more than 90 days after, the filing of these Articles of Amendment), is:

Later Effective Date:

*This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.*

**Signed this 13 Day of December, 2021 at 2:26:17 PM by the Authorized Person.**

GIOVANNI LA TERRA BELLINA, ESQ.

Dr.franken's ventures llc

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