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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

2020 FEB 21 AM 8:04

FILED

MAR 12 2020

S. YOUNG



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February 19, 2020

Department of State  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**SENT VIA FEDEX EXPRESS**

**Re: Amended Articles of Organization of M.D. SCIENCE LAB, L.L.C.**

Ladies/Gentlemen:

I forward for filing the Amended Articles of Organization of M.D. SCIENCE LAB, L.L.C.  
together with the Company's check in the amount of \$25.00

Should you have any questions, please contact me directly at 954.319.4513.

Sincerely,

A handwritten signature in black ink, appearing to be "James R.C. Dickey".

James R.C. Dickey  
General Counsel

AMENDMENT TO ARTICLES OF INCORPORATION

OF

M.D. SCIENCE LAB, LLC

"A Limited-Liability Company"

FILED  
2020 FEB 21 AM 8:04  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

We, the undersigned, having associated ourselves together for the purpose of forming a Limited-Liability Company under the Limited-Liability Company Laws of the State of Florida, do hereby certify:

ARTICLE I

The name of the Limited-Liability Company is M.D. SCIENCE LAB, L.L.C.

ARTICLE II

The date of original filing of the Articles of Organization of the Limited Liability Company was June 3, 1999.

ARTICLE III

The principal office or place of business of this Limited-Liability Company is 2131 BLOUNT ROAD POMPANO BEACH, FL 33069. This Limited-Liability Company may have other offices at such other places, as the MEMBERS shall designate and as the business of the Limited-Liability Company may require. The mailing address shall be the same.

ARTICLE IV

This amendment to the Limited Liability Company Articles of Incorporation shall become effective on the date of filing with the Secretary of State. This Limited-Liability Company shall continue for Thirty (30) years from the date thereof.

ARTICLE V

The purpose for which the Company is organized is to promote, arrange and/or conduct financial transactions; to fund and operate business interests for a profit; and, to act as agent or representative for business interests and/or Real and personal property acquired by purchase or a contractual relationship. The Company may do all things necessary, in the MEMBER'S opinions, and not prohibited by this Agreement or any law, to accomplish their purpose.

ARTICLE VI

The MEMBERS of this Limited-Liability Company may admit additional MEMBERS. The terms and conditions of admission are:

1. Any MEMBER may assign part or all of their Company interest to one or more other MEMBERS without the consent of any MEMBER not a party to such transaction;
2. Any MEMBER may assign part or all of their Company interest to any person not a MEMBER provided they first obtain the consent of the remaining MEMBERS; or a special provision is adopted by the MEMBERS.

3. Additional persons may be admitted to membership in this Limited-Liability Company at any time upon their acceptance of the terms of this agreement and upon the written consent of all the MEMBERS. -

The MEMBERS herein will stipulate to divide the income and profits of this Limited Liability Company according to its Operating Agreement.

## ARTICLE VII

The remaining MEMBERS of the Company have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the MEMBER, or any other event, which terminates the continued membership of a MEMBER of the Company. The terms and conditions of dissolution are:

1. The Company shall be dissolved only upon the occurrence of any of the following events:
  - a. A written agreement to dissolve the Company by MEMBERS owning a majority of the then outstanding Company interests;
  - b. The bankruptcy or dissolution (except by way of merger consolidation or corporate organization or reorganization) or death, insanity, retirement of a MEMBER, provided that in such event, the MEMBERS owning more than 50% of the then outstanding interests may decide to continue the business, proceeding as set forth in Section VIII (5);
  - c. The Thirty (30) year statutory life of the Company has expired; or
  - d. The entry of a dissolution decree or judicial order by a Court of competent jurisdiction or by operation of law.
2. Upon Dissolution and Final Termination, the MEMBERS shall immediately "wind up" the affairs of the Company, and shall distribute to the MEMBERS or sell all Company assets as promptly as is consistent with obtaining to the extent possible, the full fair value. The proceeds from liquidation of Company assets shall be applied in the following order:
  - a. Payment of all liabilities, including all costs of dissolution, subject to the right of the Company to set up cash reserves to meet any unsatisfied liabilities or obligations of the company;
  - b. Payment to MEMBERS for unpaid compensation for services and reimbursement for expenses or liabilities incurred for the Company;
  - c. Payment to MEMBERS for the credit balances in their drawing accounts;
  - d. Payments to MEMBERS of credit balances in their capital accounts; and e. Distribution of all remaining assets and funds ratably to the MEMBERS.
3. Upon Voluntary Dissolution, the MEMBERS shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution.
4. Any gain or loss on disposition of Company properties in liquidation shall be credited or charged, respectively, to the MEMBERS in proportion to their interest in profits or losses. All properties distributed to MEMBERS in kind shall be treated as though the properties were sold at fair market value and the proceeds distributed. Any differences between the value of property distributed in kind and the respective basis on the Company books shall be treated as

a gain-or loss on sale of property and shall be credited or charged to the MEMBERS in proportion to their interest in profits and losses.

5. A MEMBER desiring to withdraw or resign from the Company, or the personal representative of a MEMBER, who has become insane or died, may:
  - a. Make a written offer to sell the withdrawing MEMBER's interest in the Company to any other MEMBER, specifying in detail the price he expects to receive and the terms of payment. The MEMBER receiving the offer shall respond in writing within twenty (20) days after receipt of the-offer;
  - b. Make a written offer to sell the withdrawing MEMBER'S interest back to the Company for a price equal to the net credit balance in the respective capital and drawing accounts. Upon acceptance of such offer, the Company may pay the agreed price 20% down and 20% per calendar quarter, including interest at the then commercial bank prime rate, until the entire amount is paid; or
  - c. Sell the withdrawing MEMBER'S interest to another person not then a MEMBER in the Company, but only after having first offered to the other MEMBERS in the Company as follows:
    - (i) Written notice shall be given to each remaining MEMBER of the offer to sell the withdrawing MEMBER'S interest, including a copy of the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The MEMBER selling the interest shall certify that the offer is genuine and in all respects what it purports to be.
    - (ii) The remaining MEMBERS shall have twenty (20) days, during which period, one or more of the remaining MEMBERS may choose to buy any part or all of the offered interest at a price and terms proportioned to the price and terms contained in the offer.

If the individual MEMBERS do not exercise the option to buy the offered interest, the person selling the interest shall be free to sell whatever portion remains to the prospective purchaser for the price, and on the terms contained in the certified offer.

#### ARTICLE VIII

The Registered Agent for M.D. Science Lab, L.L.C. is: Ralph Albrecht, Jr. and Registered Office address is 2131 BLOUNT ROAD POMPANO BEACH, FL 33069.

#### ARTICLE IX

The total cash contributions of the Members is \$100.00 as follows: Ralph W. Albrecht, Jr., \$100.00 for 100% ownership. There are no other contributions to the company.

#### ARTICLE X

The MEMBERS and Managers of the Company are not liable under a judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company.

## ARTICLE XI

The day-to-day business of the Company shall be conducted by managers elected by the members. The approval of the Managing Member shall be required to incur any debt, obligation, or liability on the part of the Company. The name and address of the Managing Member is as follows:

NAME	ADDRESS
Ralph Albrecht	2131 BLOUNT ROAD POMPANO BEACH, FL 33069

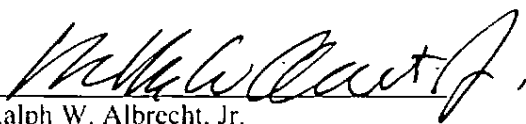
The number of managers of the Company may from time to time be increased or decreased as determined by the holders of Fifty One (51%) per cent of the membership units as defined in the Operating Agreement.

Only the managers may act on behalf of the Company.

The MEMBERS may hire a Manager, under separate contract, the terms, conditions, duties, and compensation for said Manager are to be mutually agreed to by all MEMBERS at the time such Manager is appointed by the MEMBERS. The Manager may be appointed specifically by the then MEMBERS or may be appointed by a person other than a MEMBER who is authorized to hire for that position as determined by the MEMBERS.

## SIGNATURES

MEMBER	ADDRESS
	2131 Blount Road Pompano Beach, FL 33069

  
Ralph W. Albrecht, Jr.  
Managing Member

Dated this 31 day of December, 2019