

L13000002679

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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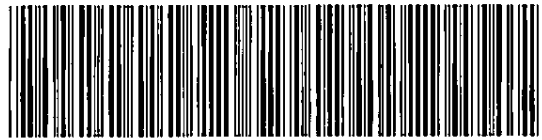
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: Incentive Medical LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

William G. Stinson MD
Name of Person

Incentive Medical LLC
Firm/Company

31 Ocean Reef Drive, Suite C-206
Address

Key Largo, FL 33037
City/State and Zip Code

wmstinson@incentivemedical.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

William G Stinson MD 508 320-6115
Name of Person at (Area Code) Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed) |
|--------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Incentive Medical LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on Jan 7 2013 and assigned
Florida document number L13000002679.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable: _____

(Principal office address MUST BE A STREET ADDRESS) _____

Enter new mailing address, if applicable: _____

(Mailing address MAY BE A POST OFFICE BOX) _____

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____

Enter Florida street address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
AMBR	Fred O. Madill	14850 SW 88th Avenue, Palmetto Bay, FL 33176	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Rusty D. Pickens	1100 7th Street NE, Unit #3, Washington DC 20002	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Geoffry S. Roth	304 Quackenbos St NW, Washington DC 20011	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Celissa G. Stephens	441 South Shore Drive, Osprey FL 34229	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Attached "Amended and Restated Articles of Organization for Incentive Medical LLC, a Florida Limited Liability

[illegible]

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated 26 April 2023

Signature

Signature of a member or authorized representative of a member

William G. Stinson MD

Typed or printed name of signee

Amended and Restated Articles of Organization for Incentive Medical LLC, a Florida Limited Liability Company

THIS RESTATEMENT of the ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT (this "Agreement") of Incentive Medical, LLC (the "Company") originally organized on January 7, 2013, is executed and agreed to, for good and valuable consideration by the undersigned members (the "Members").

I. Formation

- A. State of Formation: This is an Amended Articles of Association of Incentive Medical LLC, a member managed, Florida limited liability company (the "Company") filed as Florida Document number L13000002679 under and pursuant to Florida law.
- B. Operating Agreement Controls: To the extent that the rights or obligations of the Members this Agreement as it differs from the initial and prior Articles of Association and what they would provision, this Agreement, to the extent permitted under Florida law, shall control.
- C. Primary Business Address: The location of the primary place of business of the Company is: 31 Ocean Reef Drive, Suite C-206, Key Largo, Florida 33037
- D. Registered Agent and Office: The Company's initial agent (the "Agent") for service of process is William G. Stinson, MD. The Agent's registered office is 31 Ocean Reef Drive, Suite C-206, Key Largo, Florida 33037. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Florida Secretary of State.
- E. No State Law Partnership: No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with another Member, for any purposes other than state tax purposes.

II. Purposes and Powers

- A. Purpose. The Company is for the following business purpose; Health Care Delivery Consulting, Development and Licensing of Intellectual Property related to Health Care Delivery Solutions.
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Florida law.
- C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Florida. The Company will operate until terminated as outlined in this Agreement unless:
 - 1. The Members vote unanimously to dissolve the Company;
 - 2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Florida law;

**Amended and Restated Articles of Organization for
Incentive Medical LLC, a Florida Limited Liability Company**

3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company;
5. Any other event results in the dissolution of the Company under federal or Florida law.

III. Members

A. Members: The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows

- | | |
|-------------------------|-----|
| • William G. Stinson MD | 24% |
| • Fred O. Madill | 22% |
| • Celissa G. Stephens | 18% |
| • Geoff S. Roth | 18% |
| • Rusty D. Pickens | 18% |

B. Initial Contribution: Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment. Initial Contributions of the Members, such that; No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members: Except as otherwise provided for in this Agreement or otherwise required by Florida law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof no Member shall have any recourse against any other Member except as is expressly provided for in this Agreement or otherwise allowed by law.